



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284280
Original Issued Date: 08/12/2022
Issued Date: 08/12/2022
Expiration Date: 08/12/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Meadows Farm, LLC

Phone Number: 508-909-5881
Email Address: licensing@greenmeadows.com

Business Address 1: 50 Whalon Street	Business Address 2: Suite C	
Business City: Fitchburg	Business State: MA	Business Zip Code: 01420
Mailing Address 1: P.O. Box 829	Mailing Address 2:	
Mailing City: Southbridge	Mailing State: MA	Mailing Zip Code: 01550

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD: Green Meadows Farm, LLC
Department of Public Health RMD Registration Number: RMD-1626
Operational and Registration Status: Obtained Final Certificate of Registration, but is not open for business in Massachusetts
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 2.75	Percentage Of Control: 2.75
Role: Board Member	Other Role: Chief Executive Officer; Manager; a Manager of Reya Ventures, LLC

First Name: Robert **Last Name:** Patton **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity: Southbridge

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 7.75 **Percentage Of Control:** 7.75
Role: Executive / Officer **Other Role:** Chief Operating Officer; Manager
First Name: Christian **Last Name:** Zawacki **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7.75 **Percentage Of Control:** 7.75
Role: Board Member **Other Role:** Manager of Reya Ventures, LLC
First Name: Thomas **Last Name:** Zawacki **Suffix:** II
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 3.75 **Percentage Of Control:** 3.75
Role: Board Member **Other Role:** Chief Marketing Officer; Manager; Manager of Reya Ventures, LLC
First Name: Robert **Last Name:** Patton **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100
Entity Legal Name: Reya Ventures, LLC **Entity DBA:** **DBA City:** Southbridge
Entity Description: Massachusetts limited liability company
Foreign Subsidiary Narrative:
Entity Phone: 508-909-5881 **Entity Email:** chris@greenmeadows.com **Entity Website:**
Entity Address 1: 64 Mill Street **Entity Address 2:** Suite 101
Entity City: Southbridge **Entity State:** MA **Entity Zip Code:** 01550
Entity Mailing Address 1: P.O. Box 829 **Entity Mailing Address 2:**
Entity Mailing City: Southbridge **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01550
Relationship Description: Reya Ventures is the investment holding company for Green Meadows Farm, LLC. A change of ownership of Green Meadows Farm, LLC., from Robert Patton to Reya Ventures, LLC was approved by the Commission on March 5, 2020.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Reya Ventures, LLC **Entity DBA:**
Email: chris@greenmeadows.com **Phone:** 646-469-5001
Address 1: 64 Mill Street **Address 2:** Suite 101
City: Southbridge **State:** MA **Zip Code:** 01550
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$500000 **Percentage of Initial Capital:** 15
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 2

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 3

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 4

First Name: Christian **Last Name:** Zawacki **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 5

First Name: Christian **Last Name:** Zawacki **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 6

First Name: Christian **Last Name:** Zawacki **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 7

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

Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 8

First Name: Thomas **Last Name:** Zawacki **Suffix:** II
Marijuana Establishment Name: Green Meadows Farm, LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 9

First Name: Thomas **Last Name:** Zawacki **Suffix:** II
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 10

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 11

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

Individual 12

First Name: Robert **Last Name:** Patton **Suffix:**
Marijuana Establishment Name: Green Meadows Farm, LLC. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Southbridge **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 50 Whalon Street
Establishment Address 2: Suite C
Establishment City: Fitchburg **Establishment Zip Code:** 01420
Approximate square footage of the establishment: 3000 **How many abutters does this property have?:** 12
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: No

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	City Letter Endorsing HCA to GMF - Jun 2021.pdf	pdf	60c78ad990c3fd217108f49b	06/14/2021
Community Outreach Meeting Documentation	GMF Community Outreach Packet - Submit with Application_compressed.pdf	pdf	610af6feb6c7ee37de462e22	08/04/2021
Community Outreach Meeting Documentation	GMF Community Outreach Deck - Fitchburg - August 2, 2021_FINAL.pdf	pdf	610af70d7671e237b2f03216	08/04/2021
Certification of Host Community Agreement	Fitchburg Special Permit Modification - GMF & Medical Ops.pdf	pdf	61269c1038fd570794515564	08/25/2021

Certification of Host Community Agreement	Executed Fitchburg HCA - Sep 2021.pdf	pdf	613fb765d905310789ae5b76	09/13/2021
Certification of Host Community Agreement	Executed GMF HCA Certification - Sep 2021.pdf	pdf	613fb78f42744807726e8d5c	09/13/2021

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	PIP Fitchburg_rev 1.6.pdf	pdf	61dc69207c2bdd089a1ecf33	01/10/2022
Other	Green Meadows Volunteer Agreement.pdf	pdf	61fac1a3f2351e085f728381	02/02/2022
Plan for Positive Impact	Habitat for Humanity.Acceptance of Donation Letter.5.20.2022.pdf	pdf	628bc059eb816b000863e83d	05/23/2022
Plan for Positive Impact	Cultivate Care Farm.Acceptance of Funds.Time.5.20.2022.EXECUTED.pdf	pdf	628bc0603bea2b0008c45c9c	05/23/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role: Chief Executive Office; Member; Board Member of Reya Ventures, LLC.

First Name: Robert Last Name: Patton Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role: Manager

First Name: Christian Last Name: Zawacki Suffix:

RMD Association: RMD Manager

Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role: Board Member of Reya Ventures, LLC.

First Name: Thomas Last Name: Zawacki Suffix: II

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: Executive / Officer Other Role: Manager; Board Member of Reya Ventures, LLC.

First Name: Robert Last Name: Patton Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role: Investment Company

Entity Legal Name: Reya Ventures, LLC.

Entity DBA:

Entity Description: A Massachusetts Limited Liability Company

Phone: 508-909-5881

Email: chris@greenmeadows.com

Primary Business Address 1: 64 Mill Street

Primary Business Address 2: Suite 101

Primary Business City: Southbridge

Primary Business State: MA

Principal Business Zip

Code: 01550

Additional Information: Reya Ventures, LLC is the sole Member of Green Meadows Farm, LLC. A Change of Ownership, with Reya Ventures, LLC. as the new owner, approved by the Commission on 3/5/2020.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sect of State_Cert Good Standing_06.30.2021.pdf	pdf	60f71b897a4b3b034a683455	07/20/2021
Department of Revenue - Certificate of Good standing	GMF Cert of Good Standing DOR - Jul 2021.pdf	pdf	610b28121cef2b37e5f489e7	08/04/2021
Articles of Organization	GMF Certificate of Organization.pdf	pdf	610b284b85b72937d3013077	08/04/2021
Bylaws	Green Meadows OA Signed.pdf	pdf	610c55b4f4f37839b1f2eb5a	08/05/2021
Secretary of Commonwealth - Certificate of Good Standing	Dept of UA Good Standing - Aug 2021.pdf	pdf	610c55bf324d4e3994c3cd2c	08/05/2021

No documents uploaded

Massachusetts Business Identification Number: 001311857

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	GMF SOP #100.00 Liability Insurance, Bond, and Escrow Policy.pdf	pdf	60f721ca2ea73e036476e51d	07/20/2021
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	610af40867158339c0ec2f18	08/04/2021
Proposed Timeline	Proposed Timeline.pdf	pdf	610af4601cef2b37e5f488c0	08/04/2021
Business Plan	GMF Business Plan.pdf	pdf	615203a6ff5a8a691f8544c1	09/27/2021

OPERATING POLICIES AND PROCEDURES

Date generated: 09/01/2022

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Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Record Keeping procedures	GMF SOP #200.00 Recordkeeping.pdf	pdf	60f721f0504b25036f7593fb	07/20/2021
Plan for obtaining marijuana or marijuana products	GMF SOP #2400.00 Plan for Transfer, Acquisition, and Sale of Marijuana.pdf	pdf	60f7221b629ad9037af227c4	07/20/2021
Separating recreational from medical operations, if applicable	GMF SOP #2000.00 Plan for Separating AU from Med Operations.pdf	pdf	60f72237ddf0e402a8711111a	07/20/2021
Restricting Access to age 21 and older	GMF SOP #310.00 Policy for Restricting Access to Age 21 and Older.pdf	pdf	60f722ad629ad9037af227ca	07/20/2021
Prevention of diversion	GMF SOP #600.00 Plan for Prevention of Diversion_approved 05.27.2021.pdf	pdf	60f72873308c7a02a10017f5	07/20/2021
Storage of marijuana	GMF SOP #1300.00 Storage of Marijuana and Dispensing Procedures.pdf	pdf	60f728a63678b8028bd46b85	07/20/2021
Transportation of marijuana	GMF SOP #400.00 Transportation Procedures.pdf	pdf	60f729283678b8028bd46b91	07/20/2021
Quality control and testing	GMF SOP #1600.00 Quality Control and Testing.pdf	pdf	60f7299323f3f9033f378acd	07/20/2021
Personnel policies including background checks	GMF SOP #760.00 Personnel Policies Including Background Checks.pdf	pdf	60f729ca2ea73e036476e562	07/20/2021
Qualifications and training	GMF SOP #770.00 Qualifications and Training.pdf	pdf	60f72a9b308c7a02a1001808	07/20/2021
Energy Compliance Plan	GMF SOP #1420.00 Energy Efficiency and Conservation Policies.pdf	pdf	60f72ae2308c7a02a100180c	07/20/2021
Security plan	GMF SOP #321.00 GMF Limited Access Area Matrix - Fitchburg MA.pdf	pdf	610b55537671e237b2f03335	08/04/2021
Inventory procedures	GMF SOP #1200 Inventory.pdf	pdf	618abb92084df83201bfb069	11/09/2021
Personnel policies including background checks	GMF SOP #700.00 Personnel Policies and Procedures_FINAL.pdf	pdf	618c585fbd22c23791132d29	11/10/2021
Personnel policies including background checks	09.0 GMF - Staffing Plan Business Hours and After-Hours Contacts - Fitchburg_FINAL.pdf	pdf	618c5ab67f037d37d69bc80b	11/10/2021
Maintaining of financial records	GMF SOP #210.00 Financial Records - FINAL.pdf	pdf	618ca68099d47637982bd716	11/11/2021
Dispensing procedures	GMF SOP #900.00 Retail Sales Policy_FINAL 12.08.21 (1).pdf	pdf	61b143cfab6c7a4448906505	12/08/2021
Dispensing procedures	RFI1-GREEN MEADOWS FARM, LLC-MRN284280_GMF Response_12.08.2021.pdf	pdf	61b1445b922a104454b66664	12/08/2021
Security plan	#0300.00 Security Policies.pdf	pdf	61d75cc8d04772090d59ac7a	01/06/2022
Diversity plan	Acceptance Letter Fitchburg Veterans.pdf	pdf	61fac2107c2bdd089a1f4a44	02/02/2022
Diversity plan	Green Meadows Fitchburg Diversity Plan - Mar 2022.pdf	pdf	6230cfed11f5a30789d9b4e5	03/15/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I 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: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM



Patrick Hare
Chief of Staff
phare@fitchburgma.gov

The City of Fitchburg
Massachusetts
Office of the Mayor

STEPHEN L. DINATALE

JOAN DAVID
Executive Administrative Assistant
j david@fitchburgma.gov

June 8, 2021

Bob Patton
50 Whalon Street
Fitchburg, MA 01420

RE: Marchetti Industries Acquisition by Green Meadows

Dear Mr. Patton:

Please know I have been advised that City Council Order No. 19-2018 authorizes me to take, for and on behalf of the City of Fitchburg, any and all acts necessary, convenient and helpful to facilitate the siting of the facility located at 50 Whalon St., Fitchburg, Massachusetts.

We acknowledge Green Meadows proposed acquisition of Marchetti Industries, and the fact that, in spite of the acquisition, the First Amended Host Community Agreement will remain with Green Meadows.

Based on the information provided to the City by Green Meadows and Marchetti Industries, it appears that Green Meadows will continue to have the financial ability to successfully site the facility and the moral character to operate the same. Therefore, notwithstanding any rights provided for in Paragraph 23 of the First Amended Host Community Agreement, kindly accept this correspondence as confirmation that the City does not object to Marchetti Industries acquisition by Green Meadows.

Sincerely,

Stephen L. DiNatale
Mayor

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):
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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

Christian M Zawacki



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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:00pm for publication the following day.
(Friday @ 4:00pm for publication Sunday or Monday).



POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

PUBLIC NOTICE

PUBLIC NOTICE

PUBLIC NOTICE

4002 GENERAL

4002 GENERAL

4002 GENERAL

LEGAL NOTICE NOTICE OF ACTIVITY AND USE LIMITATION FITCHBURG CITY HALL 718 MAIN STREET FITCHBURG, MA MassDEP RTN 2-20952

A release of oil and/or hazardous materials has occurred at this location which is a disposal Site as defined by M.G.L. c. 21E § 2 and the Massachusetts Contingency Plan (MCP) 310 CMR 40.000. On July 8, 2021, the City of Fitchburg recorded a NOTICE OF ACTIVITY AND USE LIMITATION at the disposal site with the Worcester Northern District Registry of Deeds. The Notice was prepared and recorded pursuant to 310 CMR 40.1070 through 40.1080.

The NOTICE OF ACTIVITY AND USE LIMITATION will limit the following activities at the site:

- Use of the property as a residence unless additional assessment and/or remediation is conducted at the Site;
- With the exception of construction, maintenance or repair associated with short term subsurface utility work or Site improvement within the AUL area (deemed necessary), provided that subsurface activities are conducted in accordance with performance standards for Utility-Related Abatement Measures (URAMs) set forth by the Massachusetts Contingency Plan (MCP) – 310 CMR 40.0460, the soil management procedures set forth in 310 CMR 40.0030, and all applicable worker, health and safety practices pursuant to 40.0018. Those activities such as excavation, which may disturb, expose, or cause direct contact to the contaminated soil within the designated AUL area are prohibited.
- Gardening or agricultural use which utilizes soil currently located within the designated AUL area.

Any person interested in obtaining additional information about the NOTICE OF ACTIVITY AND USE LIMITATION may contact Mayor Stephen DiNatale, City of Fitchburg, 718 Main Street, Fitchburg, MA 01420, (978)-829-1800. The NOTICE OF ACTIVITY AND USE LIMITATION and the Disposal Site file can be viewed at MassDEP website using the Release Tracking Number 2-20952 at <https://eaonline.eea.state.ma.us/portal#!/wastesite/2-0020952> or at the MassDEP Central Regional Office located at 8 New Bond Street, Worcester, MA 01606; Telephone 508-792-7650.

July 19 2021

8515 ROOFING

PUBLIC NOTICE

PUBLIC NOTICE

A1 Qualified Roofing

ALL TYPES

Over 30 years experience in flat roofing systems.

Office:
978-632-6721
Anytime: Cell:
603-203-9558
Mike

ANNOUNCEMENTS

PUBLIC NOTICE

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, Docket Number: 20CP0193F1, Trial Court of Massachusetts, Juvenile Court Department, Commonwealth of Massachusetts, Worcester County Juvenile Court, 100 Elm Street, Fitchburg, MA 01420 TO: Unknown/unnamed father of Fable James Hill: A petition has been presented to this court by DCF (Leominster), seeking, as to the following child: Fable J. Hill that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition. You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: 09/29/2021 at 09:00 AM Report You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter. For further information call the Office of the Clerk-Magistrate at 978-345-7620 WITNESS: Hon. Carol A. Erskine, FIRST JUSTICE, Brendan J. Moran, Acting Clerk-Magistrate, DATE ISSUED: 06/30/2021

July 9 12 19 2021

Make a Difference
RECYCLE

MERCHANDISE

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SERVICES

8290 HOME IMPROVEMENTS

Yard Drainage Basement Waterproofing Brilliant Basement Waterproofing, LLC lic# 198672 860-625-5703. www.brilliantbasementwaterproofing.com

8300 GENERAL MAINTENANCE

CLEAN UP/CLEAN OUT ESTATES Attics, cellars, garages. FREE Est. Call Myke/Joe 7 DAYS A WEEK 978-995-5257 978-256-5015 Senior Discount

COLONIAL CHEVROLET OF ACTON

Auto Body Technician "\$2500 Sign-on Bonus"

Colonial Chevrolet of Acton is looking for an experienced body shop technician. We have a state of the art facility, with great earning potential for qualified candidates must be able to complete repairs from start to finish and have your own tools

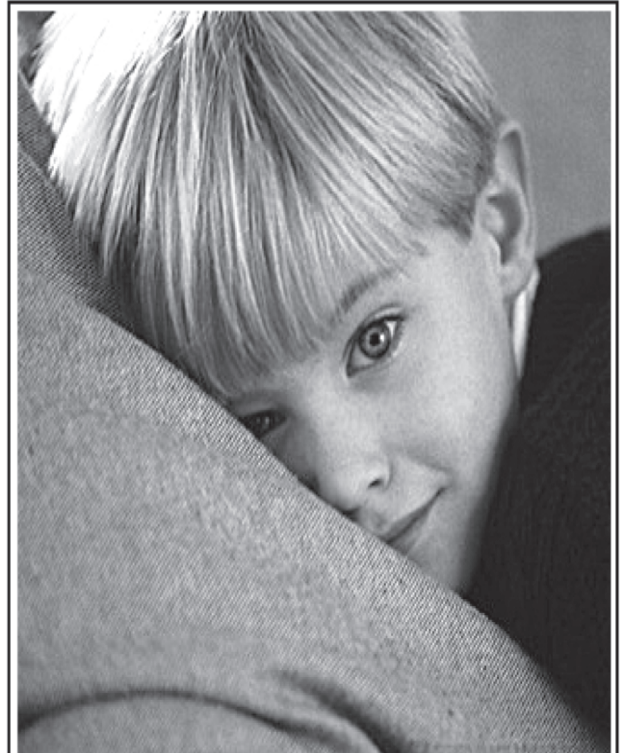
Paint experience not necessary

We are looking for team player with a great work ethic who wants a career

Monday- Friday, no weekends

We offer paid time off, health and dental 401k

Please call John or Trevor at 978-263-1000 for a confidential interview



Teach your children to read every day...they'll love you for it.

Sentinel & Enterprise

8310 APPRAISING

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Subject: RE: Green Meadows Farm, LLC - Public Meeting Notice
Date: Friday, July 16, 2021 at 2:35:03 PM Eastern Daylight Time
From: Mary de Alderete
To: Rebecca Rutenberg
CC: Sarah Grande, City Clerk

Becca,

Received and posted.

Best Regards,

Mary de Alderete, CMC/CMMC
Fitchburg City Clerk
Phone: 978-829-1820
Fax: 978-829-1964

From: Rebecca Rutenberg [mailto:rebecca@vicentesederberg.com]
Sent: Friday, July 16, 2021 11:41 AM
To: Mary de Alderete <mdealderete@fitchburgma.gov>
Cc: Sarah Grande <s.grande@vicentesederberg.com>
Subject: Green Meadows Farm, LLC - Public Meeting Notice

Hello,

Please accept the attached public meeting notice on behalf of Green Meadows Farm, LLC. We would be appreciative if you are able to confirm receipt.

Many thanks!

Becca

--

Becca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

[Confidentiality Notice](#)

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Green Meadows Farm, LLC will hold a Virtual Community Outreach Meeting on **Monday, August 2, 2021** at 5:00 PM relative to its proposal to site a co-located Adult Use Marijuana Retailer and Medical Marijuana Treatment Center at 50 Whalon Street, Suite C, Fitchburg, MA 01420. Instructions to access the meeting via Microsoft Teams are available at <https://greenmeadows.com/about/our-community/>.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing krizk@greenmeadows.com or asked during the meeting after the presentation.



Green Meadows Farm Virtual Community Outreach Presentation: Record of Attendance and Presentation Link

Link to Recording of Presentation:

https://greenmeadowsfarm-my.sharepoint.com/:v/g/personal/krizk_greenmeadows_com/Ee6i5s8VIQdBigGB9URR9qcBaOQIawAHqrc0fkR-00Svmg?e=y3ncp2

Independent Moderator: Bob Mayerson, former executive of Patriot Care

Green Meadows Farm Team in Attendance:

Bob Patton
Chris Zawacki
Karima Rizk
Katherine Connolly
Amy Shaar-Wildman
Jordan Heersink
Jacquelyn Ryan
Dennis Kunian

Meeting Participants:

Sam Squailia
Josiah Richards
Rukshanda

Virtual Community Outreach Meeting - Posting to Public Website:

-Notice of Meeting

-Link to Microsoft Teams Meeting (closed captioning available)

-Copy of meeting materials (presentation)

Fitchburg Virtual Community Outreach Meeting

Monday, August 2nd @ 5pm EST

Green Meadows Farm will hold a virtual Community Outreach Meeting on **Monday, August 2, 2021, at 5:00 PM** for the proposal to site a co-located Adult Use Marijuana Retailer and Medical Marijuana Treatment Center at 50 Whalon Street, Suite C, Fitchburg, MA 01420. A presentation of the proposed Retail store will be given at the start of the meeting, followed by an opportunity to pose questions to Green Meadows Farms' team members.

To attend the Virtual Community Outreach Meeting, please click on the Microsoft Teams link and join the meeting. No formal registration is required.

Please be informed that the meeting will be recorded and shared with the Cannabis Control Commission and Fitchburg Access Television, in accordance with state requirements for virtual Community Outreach Meetings. Attendees are invited to turn off their cameras if they do not wish to appear on screen. Attendees will be muted and are requested to submit any questions or comments via Chat. Closed captioning of the meeting is accessible in Teams via the meeting controls; select "*More options ...*" and turn on live captions.

Questions may also be submitted in advance by email to krizk@greenmeadows.com and will be shared and answered during the Community Outreach Meeting.

[Administrative Order Community Outreach Meeting](#)

[Microsoft Teams Meeting – Link](#)

[Click here to download the presentation for the Fitchburg Community Outreach Meeting](#)

Written Approval from Contracting Authority (Fitchburg Mayor's Office) to hold Virtual Community Outreach Meeting

Karima Rizk

From: Hare, Patrick <PHare@fitchburgma.gov>
Sent: Thursday, July 22, 2021 10:35 AM
To: Karima Rizk
Cc: Bob Patton; Chris Zawacki; Mary de Alderete; O'Hara, Michael; Vincent Pusateri; Vincent Pusateri II; Devon Moran External; Devon Moran
Subject: RE: Green Meadows Farm - Virtual Community Outreach Meeting

Good Morning Karima,

Thank you very much for the conversation yesterday, it was a pleasure to speak with you and learn a bit more about Green Meadows.

The City of Fitchburg Mayor's Office approves your request for Green Meadows Farm to hold the Community Outreach Meeting virtually in lieu of in-person. I'm pleased to hear that FATV will be assisting you with this meeting as well.

Please let us know if you and your team need anything further from us. I hope you have a great day.

Sincerely,

Patrick



Patrick D. Hare (pronouns he/him/his)
Chief of Staff for the Mayor
City of Fitchburg
718 Main Street
Fitchburg, MA 01420
Office: 978-829-1803
Cell: 978-627-6005
Fax: 978-829-1968

From: Karima Rizk [mailto:krizk@greenmeadows.com]
Sent: Wednesday, July 21, 2021 3:31 PM
To: Hare, Patrick <PHare@fitchburgma.gov>
Cc: Bob Patton <bobpatton@greenmeadows.com>; Chris Zawacki <chris@greenmeadows.com>
Subject: Green Meadows Farm - Virtual Community Outreach Meeting

Hi Patrick

It was nice to speak with you on the phone today and I look forward to meeting in person.

As part of the licensing process, Green Meadows Farm will hold a virtual Community Outreach Meeting on Monday, August 2nd, 2021 at 5pm. Please see attached for the legal notice that was published in the Fitchburg Sentinel, for your reference.

In accordance with the Cannabis Control Commission's [administrative order](#) authorizing virtual Community Outreach Meetings, we are requesting approval from the Fitchburg Mayor's Office to virtually hold the meeting (as opposed to an in-person meeting). It is our intention to hold the meeting via Microsoft Teams (see meeting link and details below) and

we will soon have the meeting link and meeting instructions posted on our [website](#). A copy of the Community Outreach Meeting presentation will be posted at least 24 hours prior to the meeting (likely earlier) for the public to access.

Official Teams Meeting Link to host Green Meadows Farm’s Fitchburg Community Outreach Meeting

Date: Monday, August 2, 2021

Time: 5:00pm

Type of Meeting: Virtual (MS Teams)

Licensee: Green Meadows Farm

Location: 50 Whalon Street, Suite C, Fitchburg, MA

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Can the Fitchburg Mayor’s Office please confirm your approval for Green Meadows Farm to hold the Community Outreach Meeting virtually (in lieu of in-person)?

Please don’t hesitate to let me know if you have any questions or concerns. If any members of the public have questions for Green Meadows Farm’s Community Outreach Meeting, they may send them to me at krizk@greenmeadows.com and they will be read and answered during the meeting.

Thank You,
Karima

Karima Rizk

Senior Vice President, Compliance

krizk@greenmeadows.com

m: 413.923.2250



Recording of Virtual Community Outreach Meeting Presentation Submitted to Local Cable Access Channel (Fitchburg Access Television)

From: [Karima Rizk](#)
To: [Anne Bisbee](#)
Cc: [Chris Zawacki](#); [Bob Patton](#); [Amy Shaar-Wildman](#)
Subject: Green Meadows Farm - Recording of Fitchburg Community Outreach Meeting
Date: Monday, August 2, 2021 6:45:34 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Anne,

Green Meadows Farm held its virtual Community Outreach Meeting for our proposed adult-use and medical cannabis retail store, located at 50 Whalon Street, Unit C, Fitchburg, MA. Per our discussion, here is a [link](#) to the video recording of the presentation, for rebroadcast to the local community.

Green Meadows Farm enjoys authentically engaging with the community in a variety of capacities. Please don't hesitate to contact us should you wish to have an interview with our CEO Bob Patton or speak with our SVP of Community Engagement, Amy Shaar-Wildman, about cannabis educational opportunities or other events of common interest. Both are copied on the email, should you wish to reach out to them.

We look forward to coming to Fitchburg!

Best Regards,
Karima

Karima Rizk

Senior Vice President, Compliance

krizk@greenmeadows.com

m: 413.923.2250



Pronouns: she/her/hers

From: Anne Bisbee <anne@fatv.org>
Sent: Wednesday, July 21, 2021 12:42 PM
To: Karima Rizk <krizk@greenmeadows.com>
Subject: FATV

Hi Karima,

I spoke with our Executive Director and we would be happy to air your Community Outreach meeting. When it's complete you can email it to me and we will schedule it on our Government channel.

Please let me know if you have any questions.

Thanks

Anne

Anne Bisbee

Operations Manager

Fitchburg Access Television

(978) 343-0834

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greenmeadowsfarm
INTEGRITY QUALITY RESPONSIBILITY

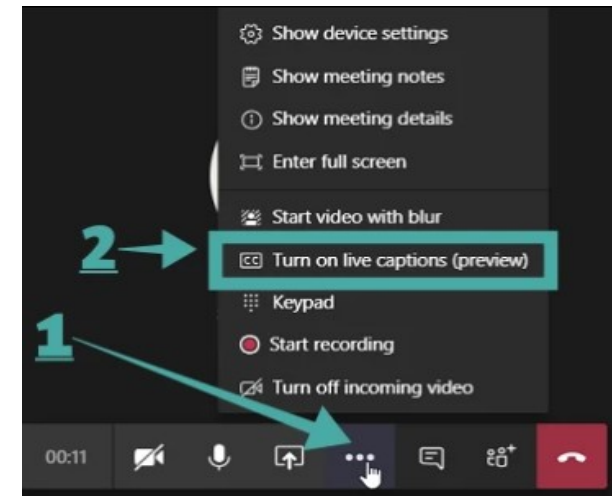
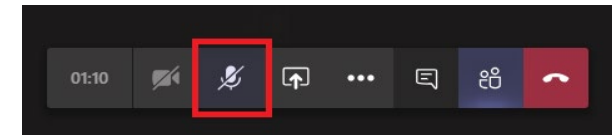
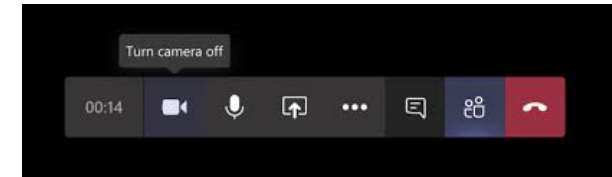
City of Fitchburg
Community Outreach Presentation

Virtual Presentation via Microsoft Teams

August 2, 2021

Welcome and Housekeeping Notes

- The meeting moderator is Bob Mayerson.
- This is a virtual Community Outreach Meeting held via Microsoft Teams.
- In compliance with state requirements, this meeting is being recorded. A copy of the recording will be shared with Fitchburg Access Television for rebroadcasting.
- Please turn off your camera if you do not wish to appear on screen.
- Please mute your microphone to avoid background noise and interruptions.
- Please type any questions or comments you may have in chat and our moderator will ensure they are read after the presentation.
- To access closed captions, please access the meeting controls, select “*More Options...*”, and turn on *live captions*.



Who We Are

Green Meadows Farm (“GMF”) provides the highest quality cannabis to registered patients and customers. We produce and sell specialized strains of marijuana and marijuana-infused products in a safe and secure facility. GMF is committed to operating "beyond compliance" under state and local oversight.

GMF emphasizes veteran and diversity employment, promotes continued scientific research into the potential benefits of cannabis in treating PTSD and in providing a potential non-opioid alternative for chronic pain management.

GMF will produce a wide variety of products and services to meet the unique needs of patients suffering from debilitating medical conditions such as Cancer, Alzheimer’s Disease and Parkinson’s Disease.

GMF’s Executive Management Team has a diverse set of talents. The team’s combined experience includes seasoned Massachusetts cannabis operators, agricultural and business expertise, sophisticated cannabis cultivation methodologies, and philanthropic causes for communities and veterans.

Our Licenses



Green Meadows Farm currently holds four (4) Cannabis Control Commission Licenses, all located at 64 Mill Street, Southbridge, MA:

1. **Adult Use Retail** – operations commenced on February 28, 2021.
2. **Adult Use Product Manufacturing** – operations commenced on July 26, 2021.
3. **Adult Use Cultivation** – final license awarded, anticipated commence operations late Summer 2021.
4. **Medical Marijuana Treatment Center** – final license awarded, anticipate commence operations late Summer 2021.

Robert H. Patton

Chief Executive Officer & Manager

Robert H. Patton holds degrees in literature and journalism from Brown University and Northwestern University. He worked as a Capitol Hill reporter, a commercial fisherman, and a real estate developer before publishing his family memoir, *The Pattons: A Personal History of an American Family*, to wide acclaim in 1994. The book chronicles five generations of ancestors culminating in his grandfather, General George S. Patton of World War II fame.

Bob has published five books since then: three novels and two histories. He's currently at work on *Jackals & Foxes*, a historical fiction series set in the world of colonial maritime war. Book One will be published by St. Martin's next year.

Bob is an advisor to the Patton Veterans Project, founded in 2012 by his brother, Ben, to help military veterans and their families cope with post-deployment issues of PTSD and social isolation. In addition, he co-founded the Fairfield County Youth Football League in Connecticut in 2003, and spearheaded a \$1.2 million fundraising project to build multi-use turf athletic fields for youth sports programs in Darien, CT in 2008.



Robert R. Patton

Chief Marketing Officer

As Green Meadows Farm's CMO, Robert R. Patton leads all sales and marketing activities, including overseeing the development of creative, marketing and communications; dispensary efforts that generate in-store revenue; community engagement; and wholesale activities, including both the procurement of partner products to be sold at the Green Meadows dispensary as well as cannabis produced by Green Meadows to be sold at other Massachusetts cannabis companies.

Prior to founding Green Meadows Farm with his family, Rob held senior leadership positions at several digital and traditional marketing firms, most recently serving as the vice president of strategy for Data Axle. There, Patton established and led the digital marketing agency, which grew in revenue by 1900% over his three-year tenure.

Rob holds a Bachelor of Arts in political sciences and government from Bates College.



Chris Zawacki

Chief Operating Officer

As the COO for Green Meadows, Bob's stepson Chris Zawacki is responsible for facilities, product development, IT infrastructure, product sales, and key operations associated with producing a quality product. He is also responsible for local and state compliance, relationships, and quality standards and guidelines. Additionally, Chris emphasizes veteran and diversity employment and continued scientific research into the potential benefits of cannabis in treating PTSD.

Chris previously was the Principal at Netology, where he managed all sales, marketing, and operations initiatives for the company. Through his efforts, annual revenues for Netology grew over 40% during his tenure there.

Chris was also a founding partner of Greenhouse IT, a managed services IT support business. Under his guidance, the company's monthly recurring labor revenue grew to \$1 million in 2.5 years, and he executed the successful sale of the business five years after launch. Chris graduated with honors from Boston College.



Our Leaders



Daniel Attella
Senior Vice President,
Operations

5 years of MA cannabis industry experience, former Retail Manager, Project Manager, and cannabis consultant



Amy Shaar-Wildman
Senior Vice President,
Community Engagement

Marketing and Customer experience expert with 30 years' experience



Karima Rizk
Senior Vice President,
Compliance

5 years of MA cannabis industry experience, former Retail General Manager, Director of Operations

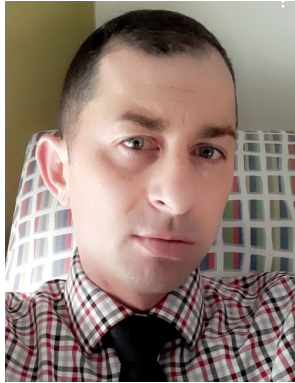


Corey Bellrose
Senior Vice President,
Human Resources

Human Resources Expert and Employment Law Attorney with 20+ years' experience in HR Leadership

Our Leaders

Continued



Anthony DePaiva
Director of Retail and
Wholesale Operations

*2 years of MA cannabis
industry experience, former
General Manager and
Inventory Manager*



Katherine Connolly
Dispensary Manager

*3 years of MA cannabis
industry experience, former
Dispensary Manager and
General Manager*



Benjamin Bourque
Executive Vice President,
Cannabis Production

*Over 12 years of cannabis
industry experience, former
dispensary owner and
master cultivator*



Jordan Heersink
Security and Prevention
Loss Manager

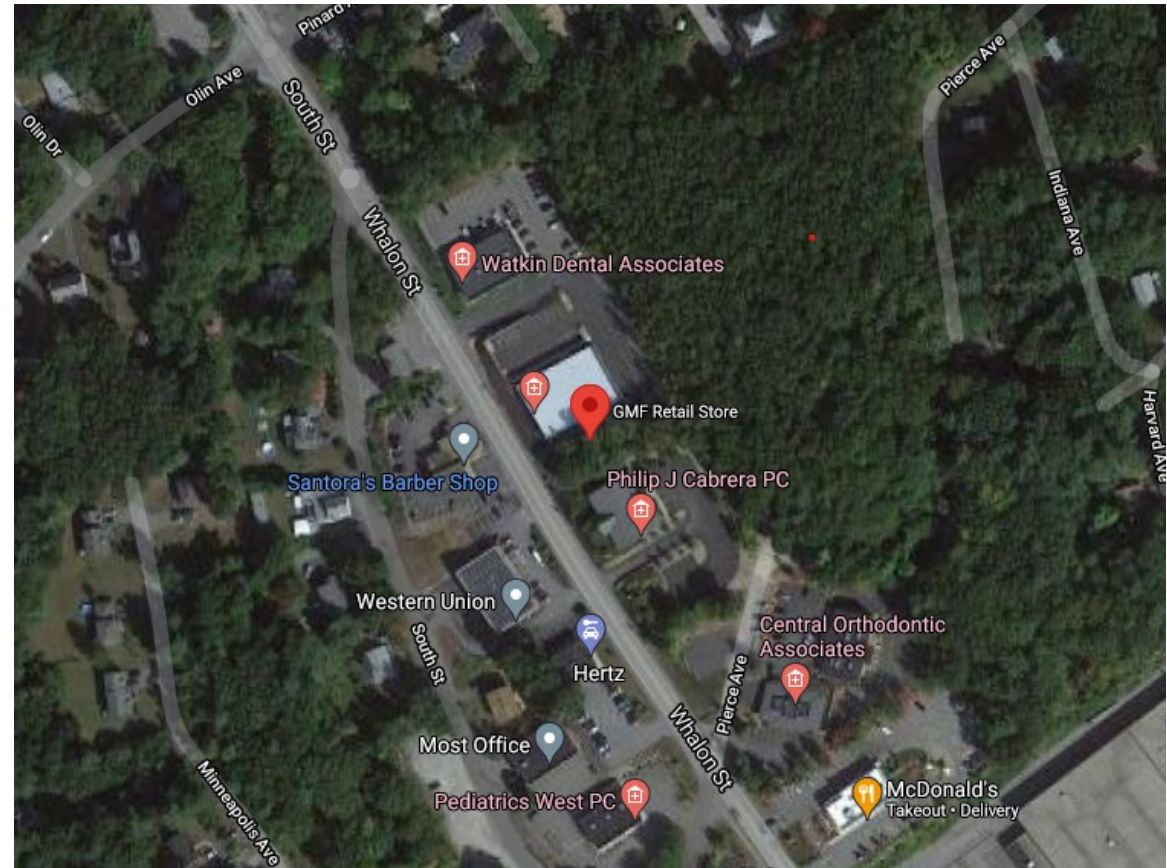
*Security expert with over
7 years experience, in
Security, Loss Prevention,
and Life Safety, Former
Customer Service
Manager*

The Proposed Facility

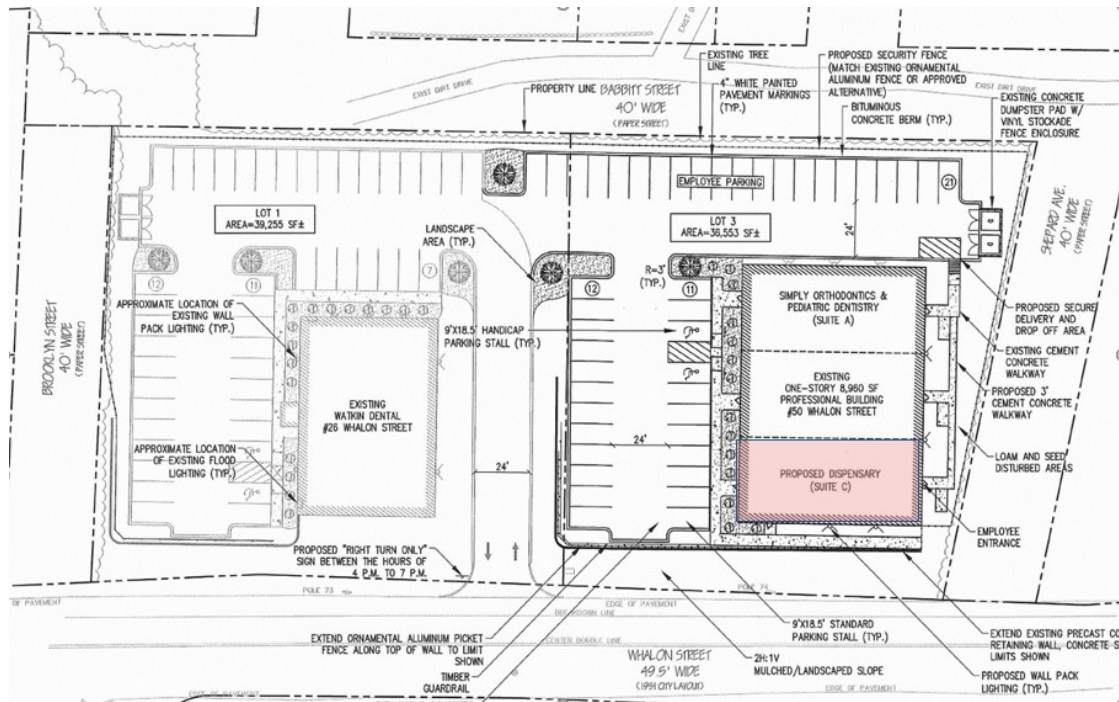
GMF is proposing to site a co-located Adult Use Marijuana Retail Store and Medical Marijuana Treatment Center Dispensary at 50 Whalon Street, Suite C.

GMF's facility will be meticulously designed and constructed to be discrete and compliant with the strict operational requirements set forth in 935 CMR 500.00 and 501.00 *et seq.*

Located in the Neighborhood Business (NBD) zone, Adult Use and Medical sales will occur at the proposed dispensary.



Exterior Layout



Security

GMF has engaged with a professional security and alarm company to design, implement and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for patients, customers, employees, and the local community.

GMF's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert GMF's executive management team if a system failure occurs.

Redundant monitoring and power will be implemented to ensure that active alarms remain operational in the instance of an outage.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Fitchburg Police Department. These surveillance cameras will remain operational even in the event of a power outage.

Security

Continued



The exterior of the retail facility will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Only GMF's registered facility agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All facility agents and visitors will be required to visibly display an ID badge, and GMF will maintain a current list of individuals with access.

On-site consumption of marijuana will be prohibited at all times at the facility.

GMF will have security personnel on-site during business hours.

Preventing Diversion to Minors

GMF's trained agents will ensure that only consumers with verified and valid, government-issued photo ID will be permitted to enter the dispensary and purchase marijuana.

In the event GMF discovers any of its agents intentionally or negligently sold marijuana to an ineligible individual, the agent will be immediately terminated and the regulatory authorities will be promptly notified.

GMF will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to, or portray minors.

GMF will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.

Any marketing, advertising, and branding materials for public viewing will include a warning statement that the product is not intended for children or minors.

GMF's website will require all online visitors to verify they are age 21 or older prior to accessing the website.

GMF will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.

Plan to Avoid Nuisance

GMF's extensive security systems offer the ability to control activities on and around the premises at all times. Public consumption of cannabis or other drugs, queuing, loitering, or other unlawful activities are identified immediately, stopped, and reported to law enforcement. As a result of heightened security around dispensaries, crime tends to drop in the surrounding neighborhood.

GMF will comply with all special permit conditions required by the City of Fitchburg and will work diligently and in good faith to address any reasonable nuisance concerns brought to its attention by members of the community.

No marijuana or marijuana products will be clearly visible to a person from the exterior of GMF's facility or delivery vehicles.

GMF will not install any neon or illuminated signage that does not comply with local ordinances or is illuminated more than 30 minutes before sundown until closing.

No consumption of marijuana or marijuana products will occur on GMF's premises.

All cannabis products will be pre-packaged prior to delivery to the retail store. Carbon filtration or other air ventilation procedures will be used to minimize potential odors. GMF will not conduct any cultivation or manufacturing operations in Fitchburg.

Retail Sales

- Only adult use consumers 21 years of age or older with a valid, government-issued photo ID may be admitted to purchase adult use (recreational) cannabis.
- Medical Use of Marijuana Program participants 18 years of age or older with a valid, government-issued photo ID and Medical Use of Marijuana Program ID will be allowed to enter the dispensary and purchase medical marijuana.
- GMF's marijuana and marijuana products will be tested by a licensed Independent Testing Laboratory for cannabinoid content and contaminants prior to sale.
- All marijuana and marijuana products will be sold in plain, resealable, and tamper or child-resistant packaging that is labeled in compliance with the strict labeling requirements set forth in 935 CMR 500.105(5).
- GMF will not sell more than one (1) ounce of marijuana flower or 5 grams of concentrate to an adult use consumer per transaction, and no marijuana products available for sale will contain nicotine or alcohol.
- Educational materials will be available on a range of topics, which will include side effects, strains and methods of administration, dosage, and substance abuse.



Benefits to the City of Fitchburg

GMF looks forward to working cooperatively with the City of Fitchburg to ensure that GMF continues to operate as a responsible, contributing member of the community. GMF anticipates establishing a mutually beneficial relationship with the City where the City stands to benefit in various ways, including but not limited to the following:

JOBS. A retail dispensary will add 20-30 full-time jobs. GMF will look to hire qualified residents, local contractors and vendors (with emphasis on veteran hiring whenever possible).

MONETARY BENEFITS. A Host Community Agreement with significant monetary contributions will provide the City with additional financial benefits beyond local taxes.

TAXES. GMF will contribute to the City's revenue through the payment of property and local option taxes.

REGULATION. Marijuana facilities are highly regulated businesses, and the strict security regulations ensure that the proposed facility and its surrounding environment will remain safe and secure.

ACCESS. GMF will provide medical patients in the Commonwealth with access to valuable medication and will provide adult use consumers with lab tested, high quality cannabis products.

RESPONSIBILITY. GMF is comprised of experienced professionals and the entire team will be thoroughly background-checked and scrutinized by the CCC.

PHILANTHROPY. Beyond monetary benefits outlined in a Host Community Agreement, GMF will dedicate a portion of its revenues to community initiatives and veterans' services.

EDUCATION. GMF will conduct a series of educational seminars about the business of cannabis, hosted either after hours at the retail facility, or at educational institutions like Fitchburg State.



Green Meadows Farm, LLC

Thank you for your time and consideration.
We look forward to answering any of your questions.

Additional Questions About This Proposal May be Sent to:

Karima Rizk
Senior Vice President, Compliance
krizk@greenmeadows.com

Community Members and Local Charitable Organizations May Contact:

Amy Shaar-Wildman
Senior Vice President, Community Engagement
ashaar-wildman@greenmeadows.com



PLANNING BOARD

718 MAIN STREET
FITCHBURG, MASSACHUSETTS 01420

(978) 829-1891
PHONE

(978) 829-1965
FAX

Minor Modification of Special Permit #2020-4 & Site Plan Approval

Proposed Use: Non-Medical Marijuana Establishment (ME)
Marijuana Retailer (MR)

Applicant: Marchetti Industries, LLC
6 Oakes Landing
Shirley, Massachusetts 01464

Property Owner: Whalon II, LLC
120 Rachel Rd.
Newton, Massachusetts 02459
(Deed Book 8159, page 232)

Location: 50 Whalon St., Suite C
(Assessors map 202-101-1)

Zoning District: Neighborhood Business district (NB)

Meeting Dates: June 1 & July 13, 2021

Members Present: Caron, Butland, Capodagli, Koeck, Lopez, O'Kane, McGrath (Associate) (7)

Vote: 7-0 to Approve Modification of Special Permit & Site Plan Approval

Materials submitted:

- 5/11/2021 letter from Marchetti Industries LLC to Planning Board requesting transfer of ownership to Green Meadows Farm, LLC
- 5/27/2021 letter from Green Meadows Farm, LLC to Planning Board with accompanying materials.
- 6/1/2021 revised letter from Marchetti Industries LLC to Planning Board requesting transfer of ownership to Green Meadows Farm, LLC
- June 2021 letter from Whalon II, LLC regarding Lease with Green Meadows Farm, LLC
- 6/8/21 letter from Mayor DiNatale re: Marchetti Industries by Green Meadows

PROJECT INFORMATION


On July 14, 2020 the Planning Board Approved Special Permit & Site Plan #2020-4, for Marchetti Industries, LLC located at 50 Whalon St., Suite C, as a Non-Medical Marijuana Establishment (ME) for retail sales as a Marijuana Retailer (MR). (See Deed Book 9937, p. 72, recorded April 5, 2021). Condition #3 of that Special Permit states:

"This Special Permit is not transferable to new ownership without Planning Board approval."

Marchetti Industries now seeks Planning Board approval to transfer their Special Permit to Green Meadows Farm, LLC. Green Meadows Farm, LLC also requests a Modification of the Special Permit allowing the sale of retail Medical Marijuana at the same location. Marchetti Industries, LLC was restricted to selling only Non-Medical (Adult Use) Marijuana. Green Meadows Farm, LLC already has Cannabis Control Commission licenses for Marijuana Cultivation, Marijuana Retailer, Marijuana Product Manufacturer, and Medical Marijuana Treatment Center for their location in Southbridge, Mass.

DECISION

On June 1 and July 13, 2021, respectively, the Fitchburg Planning Board voted 7-0 (Board consists of 7 members) to Approve the transfer of Special Permit & Site Plan #2020-4 to Green Meadows Farm, LLC, and also to Approve the requested Modification of Special Permit #2020-4 to also include Retail Sales of Medical Marijuana (Medical Marijuana Treatment Center). A typographical permit correction (under Project Information) as to the facility location is also hereby made (from Unit A at 50 Whalon St. to Suite C at 50 Whalon St.) as referenced in the Approved Site Plan. The rest of the conditions of Special Permit & Site Plan Approval #2020-4 will continue to apply.



Paula Caron, Chair
Fitchburg Planning Board

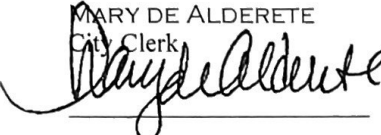


Date

Note: No Special Permit or any modification, extension or renewal thereof shall take effect until a copy of the decision has been recorded in the Northern Worcester County Registry of Deeds. Such decision shall bear the certification of the City Clerk that twenty (20) days has elapsed after the decision has been filed in the office of the City Clerk and no appeal has been filed or that, if such an appeal has been filed, it has been dismissed or denied.

Failure to comply with the special permit conditions, or failure to otherwise remain in compliance with future requirements applicable to this permit are subject to penalties under 181.913 of the Fitchburg Zoning Ordinance.¹ In addition, said failure shall be cause to recall the special permit and require a new public hearing which may result in the imposition of additional conditions or the rescission of this special permit.

I hereby certify that no appeal has been filed on this Decision within the required 20-day appeal period.

MARY DE ALDERETE
City Clerk


ATTEST NO. WORC. REGISTRY OF DEEDS
KATHLEEN REYNOLDS DAIGNEAULT, REGISTER

¹ According to Zoning Code of the City of Fitchburg under 181.913 Penalties: The penalty for violation of any provision of this ordinance, of any of the conditions under which a permit is issued, or of any decision rendered by the Board of Appeals, any special permit granting authority, or the site plan approval board shall be three hundred dollars (\$300) for each offense. Each day that each violation continues shall constitute a separate offense.

CITY OF FITCHBURG AND GREEN MEADOWS FARM, LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR

MEDICAL & NON-MEDICAL MARIJUANA RETAIL FACILITY

This Community Host Benefit Agreement (the "**Agreement**") is entered into this September day of 2021, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "**City**") and **Green Meadows Farm, LLC** (the "**Company**"), Limited Liability Company LLC, with an address of record of 64 Mill Street, Southbridge, MA 01550.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for medical and non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "**CCC**") at 935 CMR 500.00 et seq. (the "**CCC Regulations**") as well as for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "**Act**") and its implementing regulations at 935 CMR 501 et seq. (the "**Medical Regulations**"); and

WHEREAS, the Company proposes to locate and operate as a Medical and Non-Medical Marijuana retail (the "**Purpose**") facility at 50 Whalon St. Fitchburg, MA 01420, Fitchburg, Massachusetts (the "**Facility**") in accordance with the Regulations issued by the CCC; the Parties agree that the site of the Facility shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises occupied, leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for the Purpose as authorized by the Act and M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility for such medical or non-medical marijuana use and receives all required local approvals; and

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City's acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

- a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the need to promote a positive perception of

the City to other residents, visitors and businesses, b) an increased impact on the health and security of its Citizens, c) an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory, police and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health, police and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

- b. The Company shall cooperate in supplying any documentation reasonably requested by the City as to itemization of any impact of siting the Facility within the City, upon the City's request.
2. Term: The term of this Agreement shall begin on the date the Final License for the Purpose of the Facility is issued by the CCC or other regulatory authority (the "**Commencement Date**"), and shall terminate on:
- a. Any date in which any CCC or local license or permit is revoked, rescinded or expires without having been renewed; or
 - b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
 - c. Upon termination by the Company pursuant to Paragraph 15 hereof provided all payments due hereunder have been made.
 - d. Regardless of the reason for termination, upon termination the next Impact Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Impact

Payment”). The Company shall pay the Final Impact Payment to the City within thirty (30) days after the date of termination.

- e. The Agreement shall continue until termination even if payment of the Impact Payment ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.
3. The term “Gross Sales” shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales, including both retail and wholesale sales, to any other person or entity of “goods” including, but not limited to, medical or non-medical marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1, the Medical Regulations or the CCC Regulations, and any other merchandise or product sold by the Company cultivated, manufactured or sold from or through the Facility (hereinafter known as “Goods”). Gross Sales of Goods occurring at the Company’s retail locations other than the Facility, if any, shall be valued at the price paid when such Goods are sold to any patient, retail customer, consumer or entity not owned by the Company. The definition of “retail customer” shall be the equivalent of the term “Consumer” as defined by the CCC Regulations. If the Company uses the Facility for the Purpose regarding Hemp at the Facility, as the term is defined by G.L. c. 94G, §1, and if any such Hemp is for human ingestion or absorption, or otherwise sold, used or incorporated into medical or non-medical marijuana, then the sales of such Hemp shall be included in Gross Sales of Goods as defined above, and shall be subject to an Impact Payment as set forth herein.
 4. The Company shall forward to the City the following amounts as the Impact Payment:
 - a. Ten Thousand (\$10,000.00) Dollars due upon the Commencement Date (the “Commencement Payment”). The Commencement Payment shall be credited against the initial Annual Payment, defined below.
 - b. The amount equal to Two and Three-Quarter (2.75%) Percent of Gross Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the “Impact Payment”).
 - c. The first Impact Payment shall be due within 30 days after the one year anniversary of the Commencement Date. Thereafter, the Company shall make the Impact Payment in equal quarterly installments every three

months, with each payment due on the 30th day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.

- d. In the City's sole discretion, it may direct the Company to provide some services or materials on account of the amounts specified herein (the "Services"). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City (provided that any reasonable cost related solely to obtaining said independent verification shall be credited to the Impact Payments required hereunder), and the City shall credit the Impact Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.
 - e. To the extent that the Impact Payment is limited by the law of the Commonwealth of Massachusetts at the time the Impact Payment is due to an amount less than that specified in this Agreement, the Impact Payment shall be decreased to the maximum amount permissible.
 - f. The company shall be required to make the Impact Payment for a five-year period commencing on the Commencement Date. At the conclusion of this five-year period, the parties shall enter into a new agreement as to the amount of the Impact Payment unless prohibited by statute or regulation.
5. The Company, in addition to any Services or Funds specified herein, shall verify the establishment of a single board within the Company (the "**Community Relations Board**"). Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of at least three (3) individuals who are residents of the City and any number of other individuals who may be residents or nonresidents of the City. Pursuant to CCC Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community

Relations Board shall agree to submit to background checks with the CCC. The CRB shall:

- a. Maintain oversight authority relative to the site plan, the signage and appearance of the Facility, to the extent the same is controlled by the Company;
 - b. Advise as to what, if any, gifting program the Company may conduct and to identifying local charities or charitable purposes as potential recipients of a gift or grant of funds, goods and/or services by the Company;
 - c. Respond to inquiries, requests and complaints relative to the siting of the Facility in the City, and community needs.
6. This Agreement and promises are contingent on the Company obtaining a Final License from the CCC to operate a medical or non-medical marijuana establishment within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate.
 7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d), or at the option of the City pursuant to any other law or assignment.
 8. If it at any time operates as a non-profit organization, the Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
 9. If at any time it operates as a non-profit organization, the Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the

nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement, the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.
12. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Payments, including but not limited to Paragraph 4, shall not constitute taxes or be creditable thereto.
13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
 - a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;
 - b. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;
 - c. the Company ceases to operate a Facility in the City;

- d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;
 - e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,
 - f. CCC revokes the Company's license or denies the Company's application for renewal of its license (as provided in the CCC Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the CCC.
14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty (30) days following the date of termination.
15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty (30) days following the date of termination.
16. If this agreement is terminated the Company shall:
- a. Not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Paragraphs 4 and 5 of this Agreement except for the Final Impact Payment as set forth above;

- b. Not be relieved of liability to the City for damages sustained by the City for personal injury or property damage, or any environmental impact caused by the operation of the Facility;
 - c. Secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
 - d. Pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
 - e. Provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement, including but not limited to security for any reasonable damages sustained by the City due to personal injury, property damage or environmental impact caused by the operation of the Facility; and
 - f. Cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
 - g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.
17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand (\$3,000.00) to the City's Legal Department for the meetings, the negotiation and execution of this Agreement as required in Paragraph 27 below.
18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and sale of marijuana for both medical and non-medical purposes, that the Company may seek a permit or special permit for both medical and non-medical marijuana cultivation and manufacturing if desired, and that the terms of this Agreement shall be interpreted in accordance with the CCC

Regulations therefor, as the same may apply. The parties may execute a subsequent memo clarifying the application of the terminology of this agreement to medical or non-medical marijuana activities should changes in the regulations of the CCC require interpretation of this agreement. This agreement is entered into in recognition that recent changes in the CCC regulations as to medical and non-medical marijuana may require the execution of this subsequent memo.

20. The Company, its successors, and assigns hereby agrees that it shall not engage on the operation of the Facility for the purposes defined herein within the City unless and until the Company is permitted therefore by law and by the City through any reasonable and typical procedure the City may require. Said approval not to be withheld in an arbitrary and capricious manner. In order for the Company to operate the Facility as a Medical Marijuana Treatment Center dispensing medical marijuana to patients, Marijuana Retailer with Gross Sales to consumers occurring at or by delivery from the Facility (should the same be permitted by future law and by local ordinance), or under any medical or non-medical marijuana license issued by the CCC other than the medical and non-medical licenses for the Purpose contemplated in this Agreement, in recognition that the impacts may be greater, the Company must enter into a new Community Host Agreement with the City as required by M.G.L. c. 94G §3(d) and comply with all local ordinances.
21. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and that this obligation is supported by valuable consideration, or, at the City's option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.
22. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The City: Vincent P. Pusateri, II
City Solicitor
Fitchburg City Hall
166 Boulder Dr.
Fitchburg, MA 01420

with a copy to: Mayor's Chief of Staff
166 Boulder Dr.
Fitchburg, MA 01420

Company: Green Meadows Farm, LLC
Attn: Robert H. Patton,
Manager
64 Mill Street
Southbridge, MA 01550

23. Subject to the final sentence of this Paragraph, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH, the CCC, the Department of Revenue and the Attorney General. The Company shall provide audited financial statements by a CPA firm qualified to do business in the Commonwealth of Massachusetts in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. Within thirty (30) days following one year after the Commencement Date

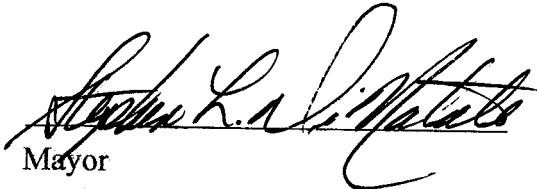
and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.

26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.
27. The Company shall contribute Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties and approval by City Council. The Parties agree that this fee is for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility and does not compromise any portion of the Impact Payment referred to above. Said fee is due and payable upon execution of the Agreement.
28. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, the City shall be entitled to an award of attorney's fees in the event it prevails.
29. INTENTIONALLY LEFT BLANK
30. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
31. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the offending provision shall be amended only so much as necessary to comply with the law and the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

32. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the city shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority or other charitable organization, unless otherwise ordered by a court of competent jurisdiction.
33. The Company agrees to institute policies and procedures in support of the intended goals of the Social Equity Program provided for in Massachusetts law, which are to promote and encourage full participation in the regulated marijuana industry by people from communities which have been disproportionately harmed by marijuana prohibition. Implementation of these procedures and policies is vital as the City has been identified as an area of disproportionate impact. To minimize delay in achieving of these goals, the Company agrees to institute procedures and policies to benefit said communities, including outreach for employment, procurement, and other support through the formation and operation of the Company's Community Relations Board. The parties are committed to implementing a variety of programs actively engaging persons from communities of disproportionate impact to ensure their inclusion in the legal cannabis industry.
34. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
35. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a non-medical and medical marijuana facility between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto.
36. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
37. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

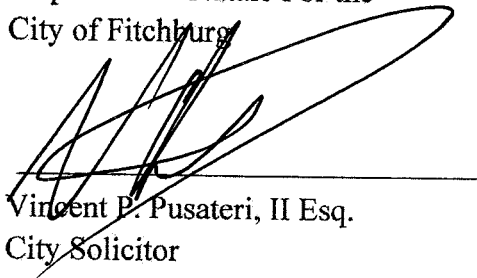
[The remainder of this page is intentionally left blank, signature pages to follow]
In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first
written above.

CITY OF FITCHBURG



Mayor

Stephen L. DiNatale For the
City of Fitchburg



Vincent P. Pusateri, II Esq.
City Solicitor

Approved as to legal form pursuant to
Massachusetts General law only. The
implementation of the Massachusetts
Law relative to Marijuana remains
contrary to Federal Law.

COMPANY:

GREEN MEADOWS FARM, LLC

[Handwritten Signature]

By: Robert H. Patton

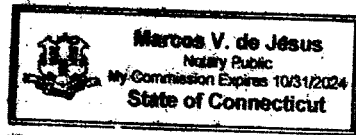
Title: Manager

State of Connecticut
County of Fairfield

On this 17 day of August, 2021, before me, the undersigned notary public personally appeared Robert H. Patton, Manager of Green Meadows Farm, LLC and proved to me through satisfactory evidence of identification being Driver's license or other state or federal government document bearing a photographic image; Oath of affirmation of credible witness known to me who knows the above signatory, or My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public: [Handwritten Signature]

My Commission Expires: 10/31/24



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):

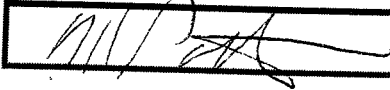
1. Name of applicant:

Green Meadows Farm, LLC

2. Name of applicant's authorized representative:

Robert H. Patton, CEO

3. Signature of applicant's authorized representative:



4. Name of municipality:

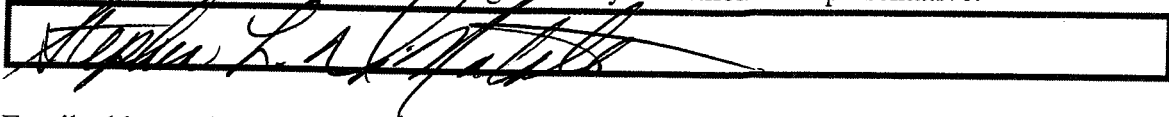
City of Fitchburg

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

Stephen L. DiNatale, Mayor



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



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).*):

Mayor@Fitchburgma.gov

8. Host community agreement execution date:

September 10, 2021





Plan to Positively Impact Areas of Disproportionate Impact

Fitchburg, MA

Overview

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

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

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

Goals

Green Meadows Farm’ Human Resources Department will develop a Green Meadows Farm Plan which will be named “GROW” and chaired by the Engagement Manager of HR. Our goal is to solicit 20% of the staff to become members of the voluntary team. The GROW team will be appointed as the community action group responsible for developing ongoing measurable outcomes, ensuring Green Meadows Farm continues to meet its commitments toward positive impact and will explore opportunities to form partnerships in the community to implement and enhance the Plan. Monthly meetings will commence to further develop actionable items.

For Green Meadows Farm the GROW initiative will commit to the following goals to positively impact the population in Fitchburg,

1. Assist and/or hire, when possible, Massachusetts residents who have past marijuana convictions or who have parents or spouses who have past marijuana convictions but are otherwise eligible to work as a Marijuana Establishment Agent. Our goal is to hire 30% of our staff as residents of Fitchburg. The Engagement Manager will work closely with the Recruiting team of Green Meadows Farm to:
 - i. Prioritize those residence of Fitchburg identified as from disproportionate communities by posting a “fast track” button on the company website to identify these residences from “all other submissions”.
 - ii. Advertise in the Sentinel and Enterprise of Fitchburg and the Telegram and Gazette of Worcester to solicit local response

- iii. Train hiring managers of the Fitchburg location on the GROW initiative and how to identify local residence on the Jazz HR recruiting software.

Green Meadows Farm will actively attend the following job fairs through Mass Hire:

- iv. Winter Job Fair- typically held in Q1
- v. Fitchburg Job Fair- typically held in Q2 of the year

In addition: Green Meadows Farm will host a hiring event at one of the local hotels to invite the community to apply for open employment opportunities during Q2 after commence operations is granted.

2. Host an open house event within 6 months of the approval to commence operations at the Fitchburg Community. Fitchburg community members and businesses will tour the facility and meet the Management Team. At this event, we will solicit members of the community and local business owners to attend 2 entrepreneur workshops delivered by chosen members of Green Meadows Farm Management. Syllabus will include topics such as 1) developing a business plan 2) funding opportunities etc. This open house will be advertised at the following:
 1. The North Central Massachusetts Minority Coalition website
 2. The Sentinel and Enterprise Newspaper
 3. Fitchburg Chamber of Commerce internet page
3. Members of the "Grow" Team will participate in 2 charity events throughout the year including the following potential charities:
 - a. Habitat for Humanity Metro West/Greater Worcester
 - b. Cultivate Care Farming- designed to help adults and youth in crisis

These events will support community outreach and of individuals who have been disproportionately affected by the war on drugs.

4. Members of the Grow Team will work with The Partakers Organization to assist in the education of currently incarcerated inmates to receive college degrees just prior to release. The program also helps recently released members to transition to society.

Partakers has 2 programs in which we will solicit volunteers to be part of the following two ways:

- 1) The Empowerment Program which is a virtual 12-week program with 90-minute workshops one day per week. Two volunteers are paired with one reengagement student in topics of:
 - i. Technology
 - ii. Health and Wellness
 - iii. Civic Reengagement
 - iv. Professionalism
 - v. Financial Literacy
 - vi. Continuing Education
- 2) College Behind Bars Program which is continual (depending on the student's status) of 2 volunteers paired with one currently incarcerated individual. Visits to the prison are scheduled through Partakers for the volunteers to mentor students through their classwork while they attend college classes through UMass Boston or Brandeis. Our intent is to have at least 4 volunteers for two inmates.

Green Meadows Farm is in the process of joining the North Central Massachusetts Chamber of Commerce, where we will be able to take advantage of resources allowing us to participate in and give back to the community of Fitchburg and surrounding communities through various charitable organizations and business partnerships. Additionally, through the Chamber, we will be able to leverage ongoing job fairs to hire residents from the community of Fitchburg.

Measurements

Goal	Measurement	Record Keeping
1) <i>Develop and solicit the “Grow Team” internally within Green Meadows Farm – 20% of staff on the Team</i>	<i>10 Volunteers on the “Grow Team”</i>	<i>Records to be kept by the Engagement Manager</i>
2) <i>Attend 2 hiring events at Mass Hire and host one hiring event locally to reach our goals of 30% local residents of Fitchburg</i>	<i>Percentage numbers of hired individuals are downloaded in a report on a quarterly basis and presented to the Executive Management Team for review</i>	<i>Jazz HR – Recruiting Software System as used by our Recruiting Team.</i>
3) <i>Attend a minimum of 2 Volunteer Events or Local Community Events</i>	<i>Number of Volunteer Opportunities attended</i>	<i>Engagement Manager reports on # of events. Evidence of promotion of activities on company intranet to solicit further participation</i>
4) <i>Participation in the Partakers Program which accepts 2 teams of 2 Green Meadows Farms Employees to work with 2 incarcerated individuals on their assigned college program. Approximately 2 hours per month for 1 year.</i>	<i>Reported measurement on: a) 4 Green Meadows volunteers b) the number of hours dedicated per month c) Generalized redacted report on activities and progress.</i>	<i>Engagement Manager reports on activity</i>

Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure Green Meadows Farm continues to meet its commitments. Such measurable outcomes, in accordance with Green Meadows Farm’s goals and programs described above.

Green Meadows Farm will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Human Resources will review and evaluate Green Meadows Farm’s measurable outcomes annually to ensure that Green Meadows Farm is meeting its commitments. Green Meadows Farm is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

If Green Meadows Farm is not meeting its commitments upon annual review, Green Meadows Farm will commit to executing on its shortcomings within a reasonable timeframe.

Acknowledgments

Green Meadows Farm will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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



To: Laura Cash, Human Resources Manager, Green Meadows Farm

From: Habitat for Humanity, North Central Massachusetts

RE: Participation Confirmation

Date: May 20, 2022

Please accept this letter as affirmation and acceptance of Green Meadow Farms as a supporting member of the Habitat for Humanity, North Central Massachusetts. We are accepting all current and future gifts of volunteering time and financial support to our program whose purpose is to support the building of homes, communities and hope for those in needs. We look forward to your participation.

Kind Regards,

THOMAS DORVILLE

Signature:

5/20/2022

Date





To: Laura Cash, Human Resources Manager, Green Meadows Farm

From: Cultivate Care Farms

RE: Participation Confirmation

Date: May 20, 2022

Please accept this letter as affirmation and acceptance of Green Meadow Farms as a supporting member of the Cultivate Care Farms. We are accepting all current and future gifts of volunteering time and financial support to our program whose purpose is to provide health and wellness to clients through working with animals and is focused on maintaining a stable environment through the use of land and animals. We look forward to your participation.

Kind Regards,

Signature:

Date

Green Meadows Farm, LLC
64 Mill Street
Southbridge, MA 01550
www.greenmeadows.com
info@greenmeadows.com



cultivate | extract | dispense

contents herein are confidential



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

William Francis Galvin
Secretary of the
Commonwealth

June 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 MEADOWS FARM, LLC

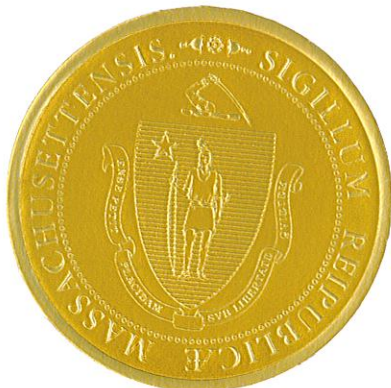
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 6, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **ROBERT H. PATTON**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

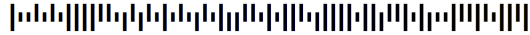
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN MEADOWS FARM, LLC
64 MILL STREET
SOUTHBRIDGE MA 01550

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001311857

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

2a. Location of its principal office:

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

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

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

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

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

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

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

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

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

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

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

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

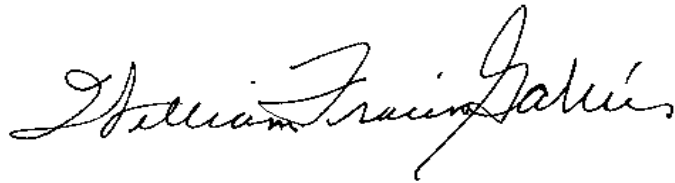
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of February, 2018,
ROBERT H. PATTON
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

February 06, 2018 08:01 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

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

RECITALS

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

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

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

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

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

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

Section 4 Principal Office; Registered Agent.

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

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

RHP

Section 5 Members.

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

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

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

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

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

Section 6 Management.

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

NHP.

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

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

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

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

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

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

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

Section 10 Tax Status; Income and Deductions.

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

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

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

Section 12 Dissolution; Liquidation.

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

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

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

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

Section 13 Miscellaneous.

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

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

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

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

[Signature Page to Follow]

MAR

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


The Company:
Green Meadows Farm, LLC

By: 

Name: Robert H. Patton

Title: Manager

The Member:
Robert H. Patton





THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



363979161

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

GREEN MEADOWS FARM LLC
Attn: Chris Zawacki
PO Box 829
Southbridge, MA 01550-0829

EAN: 22137311
August 04, 2021

Certificate Id:50183

The Department of Unemployment Assistance certifies that as of 8/4/2021 ,GREEN MEADOWS FARM LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

100.00 LIABILITY INSURANCE, BOND, AND ESCROW POLICY

Liability Insurance and Maintenance of Escrow

Green Meadows Farm, LLC (“Green Meadows Farm”) will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), and 935 CMR 501.105 (10).

Green Meadows Farm has contracted with Corcoran & Havlin Insurance Group, to maintain general liability insurance coverage via Mesa Underwriters Specialty Insurance Company for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage via Cannasure Insurance Services for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. As a Colocated Marijuana Operation (CMO), Green Meadows Farm will maintain our insurance coverage per location. Green Meadows Farm will maintain reports documenting compliance with 935 CMR 500.105(10) and 935 CMR in a manner and form determined by the Commission and make these reports available to the Commission upon request.

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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



Reya Ventures / Green Meadows Farm
Business Plan – 2020



greenmeadowsfarm
INTEGRITY QUALITY RESPONSIBILITY

1. Overview

Companies:

- Reya Ventures, LLC
- Green Meadows Farm, LLC

Scope of Business: Reya

- Reya Ventures, LLC (“Reya”) is a management company whose assets include 100 percent ownership of Green Meadows Farm, LLC (“Green Meadows”).
- Reya will own: property and facilities operated by Green Meadows; all branding and marketing assets associated with Green Meadows; and all intellectual property associated with and / or derived from Green Meadows’ operations, including IP regarding plant strains, genetic development and consumer data analytics.
- Reya will own all licensing obtained by Green Meadows and it will oversee Green Meadows’ research & development and future business expansion, retaining ownership and control of those elements.
- Reya may also establish business arrangements or partnerships either ancillary to or separate from Green Meadows operations.

Scope of Business: Green Meadows

- Green Meadows will operate state-of-the-art, indoor grow facilities and four-season hybrid-greenhouses to cultivate and process marijuana and marijuana products on the highest principles of organic purity, sustainable cultivation methods, social responsibility, customer service, and regulatory compliance.
- Green Meadows will operate multiple vertically-integrated medical dispensaries and adult-use retail outlets under the “Green Meadows Farm” brand within the same high principles of quality, customer service, social responsibility, and regulatory compliance.

Background

In 2017, the Patton family decided to extend the product line of “Green Meadows Farm,” their longstanding organic produce farm in Hamilton, MA, to the cultivation and processing of medical marijuana. The family has long been dedicated, through public activism and private philanthropy, to the honor and welfare of America’s veterans, whose anecdotal reports of

marijuana's efficacy in mitigating long-term pain, depression, and assorted PTSD issues seemed worth exploring. Likewise, adding organic, greenhouse-grown marijuana to Green Meadows' array of traditional crops likewise made sense considering the growing social, medical, and legal acceptance of marijuana as a commercial crop.

The legal requirement, under Massachusetts Department of Public Health ("DPH") regulations, to vertically integrate at least one Marijuana Treatment Center ("MTC") with any wholesale cultivation facility, led the Pattons to acquire purchase-rights to properties in the cities of Southbridge and Fitchburg suitable to establish cultivation, manufacturing, and dispensary sites intended for both Adult Use and Medical operations. The commercial potential presented in those cities by adding adult-use sales to its original medical mandate guided Green Meadows' subsequent entrance into the dual market of medical and adult-use marijuana.

Green Meadows was certified as a Massachusetts limited liability company in February, 2018. The expansion of its commercial objectives beyond wholesale medical marijuana cultivation to broad-range marijuana production and sales necessitated the formation of a management LLC, Reya Ventures, in August, 2018. This corporate structure offered investors an opportunity to join the Patton family's Green Meadows enterprise through a Series A \$10 million Preferred Round of financing in Reya, owner and manager of all Green Meadows' present and future assets.

Challenges and Opportunities

Marijuana is a product whose Massachusetts, national, and global consumer base is huge, enthusiastic, growing, and eager for access. In MA in 2017, some 47,000 registered medical marijuana patients purchased almost 13,000 pounds of marijuana from 19 MTCs. Average price of marijuana was \$1,830 per pound. As of January 31, 2020, more than 65,000 patients were being served by 52 MTCs (marijuana treatment centers), with some 2,200 new patients registering each month. Average price of marijuana in early 2020 was roughly \$3,000 per pound.

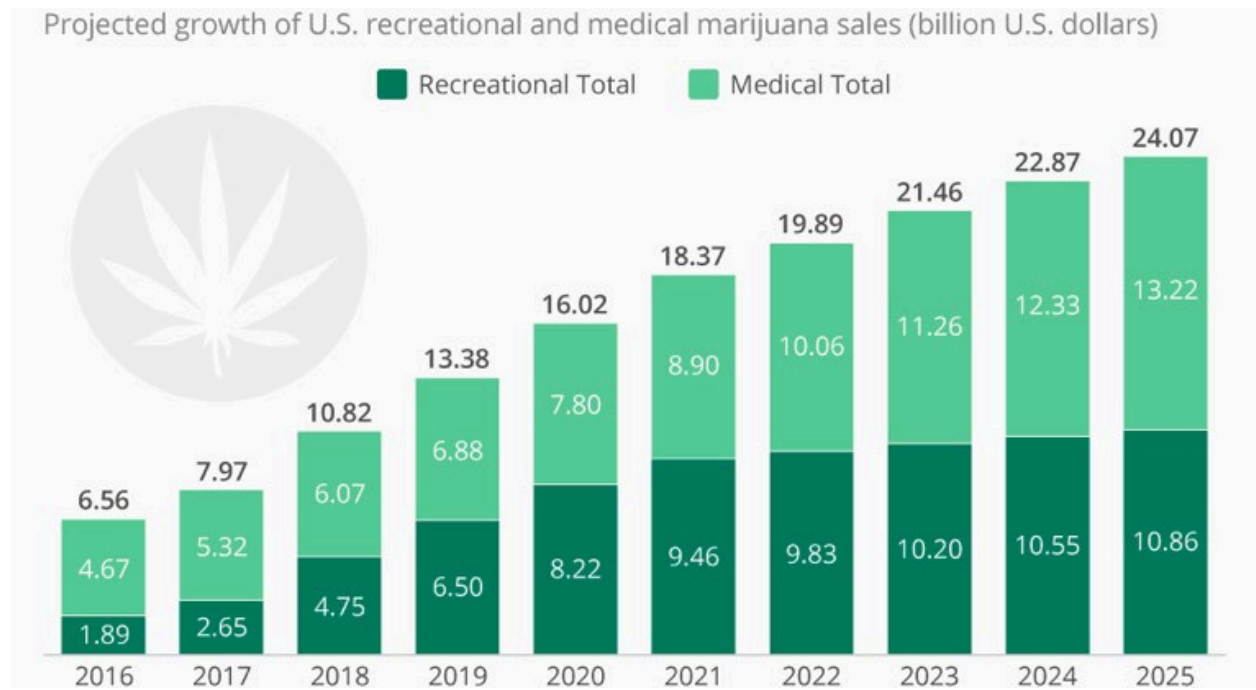
After the passage in 2016 of the Massachusetts Marijuana Legalization Initiative—and, in November, 2018, the opening of the state's first two adult-use (recreational) marijuana retail stores—the patient demand that has driven the medical market expansion and resulting price increases is now accompanied by heavy demand for adult-use marijuana. As of March, 2020, thirty eight stores were selling recreational marijuana in MA, having generated \$400 million in sales in 2019. The state's Cannabis Control Commission ("CCC") anticipates that 40-50 will open in 2020. However, past experience has shown that the many challenges facing any marijuana enterprise—including stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, industry knowledge and experience—make such predictions

difficult and often over-optimistic. Even with these impediments, however, the annual marijuana market in MA is expected to surpass \$1 billion by the end of 2020.

Competition and a statewide race-to-market pose a challenge for Green Meadows, to be met through the following avenues:

- Demonstrating the same operational excellence in marijuana cultivation, processing, and dispensing / retail that the Patton family displayed over three decades of commercial organic agriculture
- Exercising smart, strategic planning in site locations and community outreach
- Leveraging the political relationships at local and state levels that the Pattons have long fostered
- Deploying comprehensive marketing and brand development to differentiate Green Meadows from its competitors on the basis of the Patton family’s history of military service, concern and support for veterans, and charitable giving; its legacy of certified organic farming and an investment in a large-scale greenhouse facility; its proven positive impact as a community partner; and the premier quality of its medicinal and adult-use marijuana products.

The opportunities available to Green Meadows and its Reya ownership upon successful execution of the above strategies are immense. National sales of medical and recreational marijuana are increasing at a Compound Annual Growth Rate of 14 percent and are projected to reach almost \$25 billion annually by 2025.



Source: ArcView Market Research and New Frontier

Should national legalization occur within that time, some projections place annual sales at upwards of \$90 billion by 2028. Massachusetts ranks 15th in population nationally and 20th in population growth rate. Recent polling indicates that its near 20 percent per capita adult use of marijuana is the highest in the United States. Its location in the densely populated Northeast makes it accessible to curious visitors from non-legalized states. And its large proportion of educated, affluent, and politically progressive citizens assures that demand for high-quality marijuana products for recreational and medicinal purposes will remain consistent in strength and growth.

In the months and years ahead, there will be an influx of MA marijuana license applications and operating establishments, including cultivators, retailers, transporters, and testing facilities. Consolidations, mergers, buyouts, and some failures will become common on the landscape of marijuana enterprise. The companies that prevail through these early days of the marijuana boom and go on to thrive in MA and beyond will do so on the basis of authenticity, foresight, and execution. Green Meadows, under its Reya management, will be one of those companies.

Business Model

Reya, through its Green Meadows brand, will establish a network of vertically-integrated cultivation / processing facilities and MTC / adult-use retail outlets to produce and sell the highest quality medicinal and adult-use marijuana and associated products. Vertical integration provides a competitive edge in medical and adult-use marijuana enterprise because it functionally stacks each step of revenue-generating operations together, allowing control of the product supply chain to enhance efficiency and profitability while also preventing the diversion, contamination, and other operational blemishes that could jeopardize the company's regulatory compliance and market reputation. Importantly, vertical integration also enables a correlation in product quality and brand recognition between a company's cultivation / processing division and its MTC / retail outlets. In Green Meadows' case, that means a legacy of organic purity that will resonate throughout its operation, from seed to sale.

Green Meadows' cultivation facilities will grow smokable marijuana flower ("bud"). Processing procedures, also conducted within those facilities to the highest degree of safety, purity, and efficiency, will extract cannabis oil from the remaining raw plant material ("RPM") for use in vapor inhalers and Marijuana Infused Products ("MIPs") such as edibles, topicals, capsules, skin patches, and lozenges. Those processing procedures will also make marijuana concentrates such as "shatter" and "wax", that in 2019 have emerged, along with cannabis oil, as the leading growth area in consumer preference. The above products will be marketed and sold under the "Green Meadows Farm" brand at the company's MTC / retail outlets. Green Meadows may also wholesale some products to third-party marijuana purveyors.

A fundamental element of Reya and Green Meadows' business model will be a commitment to positive partnership with the communities where their facilities are located. The companies will favor local employment and local vendors as much as possible. They will promote diversity through hiring procedures and seek especially to offer military veterans employment and job training. They will be a charitable resource for worthy social causes and will support research into marijuana's medicinal benefits, especially as a potential therapeutic aid in treating the post-traumatic stress disorder suffered by many veterans.

Propelled by their vertically-integrated business model and its comprehensive approach to marijuana enterprise, Reya and Green Meadows will be in excellent position to scale the business beyond their first establishments in Southbridge and Fitchburg. The sterling reputation that began with the Patton family's legacy of military service and organic horticulture will be an intrinsic part of Reya and Green Meadows as they expand operation across MA to points beyond.

Marketing

The Pattons' dedication to philanthropy and public service is long established. Their farm's certified organic legacy gives further foundation to Green Meadows' brand recognition. The company motto, *Beyond Compliance*, applies equally to medical and adult-use activities, assuring patients, consumers, and the general community that Green Meadows conducts business at a level of integrity, quality, and responsibility second to none. Underscored by operational excellence above all, visual, written, Internet and social media campaigns will establish the Green Meadows brand within MA. The power of that brand to resonate far wider will gain matchless benefit from its origins within the Patton family and their organic farm.

Green Meadows' localized marketing strategies include:

- Medical dispensary / adult use retail stores designed on consistent values of premier service to medical patients and adult-use consumers, featuring comfortable reception and consult spaces, bright displays and modern lighting, and supreme attention to safety and security requirements
- Use of direct, in-store marketing efforts to promote what makes the brand and its product outstanding and unique. Green Meadows will deploy promotional teams directly with dispensaries to increase brand recognition and help inform consumers. Additionally, the marketing team will create digital and print literature including pamphlets, flyers, etc., subject to restrictions of state law
- Seamless linkage, in graphics and interactivity, among Green Meadows' website, its online product menu and advance ordering system, its mobile purchasing app, and its in-store presentation of products and services
- High-quality, community-focused branding of healthy, sustainable, and safe products

- All marijuana packages will be sealed safely to promote freshness and preservation, ensuring that the high-quality medicine produced by our facility will not be compromised by its storage or transportation. These packages will be child-safe and protected from oxygen, light, pests, and other environmental risk. All labels will meet CCC regulations concerning content
- Extensive, recognizable, community and health-focused advertising to build the brand
- Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, Google social media use for brand-building and statewide recognition
- Creation and distribution of press releases through well-known media sources for maximum public relations exposure and community awareness
- Attendance and representation at industry and community events to drive brand exposure.

Competition

Green Meadows Farm and the Patton family are a pillar of the MA community. Their charity work and proven dedication to organic, sustainable agriculture will stand out in the Massachusetts marijuana industry. The family management team guiding Reya / Green Meadows is experienced and well-versed in organic agriculture, community service, veteran affairs, successful business startups, data analytics, and finance. Supported by an array of top advisors and vendors highly experienced in the industry, Green Meadows is equipped to enter the market at a level few competitors can equal. Green Meadows' competitive advantages include:

- Finding and possessing properties in municipalities that permit medical and adult use marijuana activity (it is not permitted in all cities and towns)
- Access to politicians, civic leaders, and local officials to win their trust and support in establishing marijuana enterprises
- Experience in securing agricultural water, electricity, and sewage rights
- Ability to combine financial wherewithal with regulatory and business expertise to pursue additional permits and licensing as needed
- Ability to market an already known and reputable Patton family brand
- Proven family track record of philanthropy to social and environmental causes
- Long experience in addressing the health, employment, and social needs of America's military veterans
- Access to Patton family financial reserves
- Cultivation team lead with a proven track record of building a cannabis business and brand

Company Status: Reya

- Investor, operating, and payroll accounts are established with Century Bank of MA. Reya has no paid employees at present
- Reya holds open lots in Southbridge, MA
- Reya holds a lease agreement with an original Mill Building in Southbridge, MA for its phase I cultivation, manufacturing, and dispensary / retail location
- Management team in place
- Business plan in place
- Standard operating procedures in place and filed with state and local authorities
- Initial funding in place
- Currently completing a \$10 million investment raise to continue funding construction, operations, property and license acquisition, staffing, and initial branding
- Has taken ownership of, and is seeking a U.S. Patent for, a proprietary fertigation system, developed by Green Meadows' Director of Cultivation, to deliver the purest and most effective organic nutrients to marijuana plants

Company Status: Green Meadows

- Investment Operating, and Payroll Accounts are established with Century Bank. Green Meadows has two paid employees at present
- Green Meadows holds executed Host Community Agreements (“HCAs”) with Southbridge, and Fitchburg. (HCAs are the defining document of local approval. They confirm terms of oversight, zoning compliance, and financial contribution to each facility’s host community.)
- Green Meadows has received its Adult Use Retail license approval letter and is in the RFI stage of the Adult Use Cultivation and Manufacturing applications with the approval letters expected shortly (approval letters are followed in short order by the issuance of a Provisional Certificate of Registration, which then requires only inspection of the physical structure by state authorities to become operational. State-level applications are non-competitive, depending entirely on proper compliance and financing.)
- Green Meadows has achieved its Medical Provisional Certificate of Registration and is proceeding with its facility build-out based on this provisional license; all Green Meadows facilities will be colocated medical and adult use
- Detailed engineering and architectural plans for the Green Meadows facilities have been approved by Southbridge, MA’s officiating bodies and construction permitting has been granted. The plans have been developed by vendors expert in state requirements of construction, operations, and security for marijuana establishments

- Detailed security infrastructure (cameras, alarms, etc.) for the Green Meadows properties has been designed and submitted by Integrated Security Group (“ISG”), a security provider experienced in marijuana compliance in MA and other states
- Consideration of potential business relationships with providers, purveyors, and scientific researchers of medical and adult-use marijuana is ongoing
- Community outreach to local businesses, town officials, political leaders, social and charitable organizations, and veterans groups is ongoing and expanding
- In anticipation of expansion of Green Meadows under Reya’s management and ownership, certification of “Green Meadows Farm” as a Connecticut LLC is underway

Financial Projections

The financial summary produced by Reya outlines projected revenues, costs, and profitability for the Reya / Green Meadows business model.

Management Team: Reya / Green Meadows

- Tom Zawacki, Reya CEO
- Robert H. Patton, Reya Manager; Green Meadows CEO
- Chris Zawacki, Green Meadows COO
- TBD, Reya / Green Meadows CFO
- Benjamin Bourque, Green Meadows EVP, Cannabis Production
- Amy Shaar-Wildman, Green Meadows SVP, Retail Operations
- TBD, Green Meadows EVP, Operations
- Dale Johnson, Green Meadows Director of Security
- Robert R. Patton, Reya / Green Meadows Director of Marketing

Advisors and Vendors: Reya / Green Meadows (details appended)

- Vicente Sederberg, Legal
- CohnReznick, Accounting
- Century Bank, Banking
- Corcoran & Havlin, Insurance
- 3C Consulting, Cannabis Consulting
- Fuss & O’Neill, Facilities Engineering
- McGeorge Architects, Facilities Design
- Integrated Security Group, Security Infrastructure and Monitoring
- Costello Construction, General Contractors

- Tremont Strategies Group, Lobbying
- Offit Kurman, Legal (IP and Patents)
- DataPay, Payroll Services
- LeafLogix, Seed-to-Sale Enterprise Resource Planning
- Graham Burke, Cultivation and Production Consultant
- Nic Easley, Industry Standards and Protocols
- Joanne H. Patton, Community Engagement and Veteran Outreach

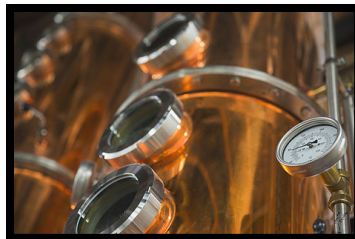
2. Mission, History, Plans & Projections

Mission

Reya / Green Meadows will pursue a mission to meet or exceed all requirements of regulatory compliance while providing consistent high-quality, scientifically tested cannabis and cannabis products to qualified medical patients and adult-use customers over the age of 21 in a safe and secure environment. To this end, the company vows to serve patients and consumers safely and diligently; to treat employees with respect and fairness; and to engage with Host Communities, especially military veterans, in a spirit of generosity and partnership.



Cultivate



Extract



Dispense

History: The Pattons and Green Meadows Farm

The story of how the Patton family came to launch the Reya / Green Meadows venture begins with a parcel of land in Essex County, Massachusetts.



Major George S. Patton and his wife Beatrice had one priority when they went house hunting in 1928. They wanted a place with a horse stables and plenty of land to support their love of show jumping and fox hunting. An 18th Century estate in Hamilton fit the bill. The Pattons called it “Green Meadows” and settled in with a trove of antiques and military artifacts collected by the couple in their wide travels. The home became a haven between distant military postings for the future World War II general.

Their son, George Patton IV, retired to Green Meadows as an Army Major-General in 1980. He started a pick-your-own blueberry business that evolved into an organic produce farm, the first of its kind in the area.



After the general's death in 2004, his wife Joanne established a Community Supported Agriculture collective known as Green Meadows Farm. Patrons enjoyed its vegetables and walking its fields that her husband had named for soldiers who lost their lives under his command during his four combat tours in Korea and Vietnam.



In 2017, the opportunity arose to consider new ways for Green Meadows to sustain its organic traditions. Embracing George and Joanne's legacy of innovation and public spirit, the decision was made to turn the farm's agricultural heritage toward cultivating the state's best, safest, and most environmentally responsible medical cannabis.

The Pattons have always supported military veterans. That commitment increased through the recent period of war in Iraq and Afghanistan. Research and outreach through charitable initiatives led to an anecdotal awareness of cannabis as a potential aid for PTSD symptoms endured by many American servicemen and servicewomen. The family subsequently came to appreciate the relief that many children and adults gain from cannabis medicine for epilepsy, Crohn's Disease, Multiple Sclerosis, chemotherapy nausea, and many other ailments. Most excitingly, medical cannabis has lately shown promise as a possible pain-management alternative to deadly opioids.

George S. Patton, Jr., dedicated himself to fighting for his country. His son did the same, while his daughter-in-law has given lifelong support to special-needs charities, the arts, the environment, schools, museums, and churches. Building on that example, the family has launched an enterprise in the medical and adult-use marijuana industry to do well as a responsible, prosperous business but, as importantly, to do *good* as a community partner.

History: Medical and Adult-Use Marijuana in MA

State law in MA allows patients with debilitating medical conditions the right to use marijuana to alleviate their symptoms. A study published in June, 2017, found that "respondents overwhelmingly reported that cannabis provided relief on par with their other medications, but without the unwanted side effects." These findings indicate that marijuana may aid opiate-dependent individuals in pain management over time. Currently, MA is experiencing an epidemic

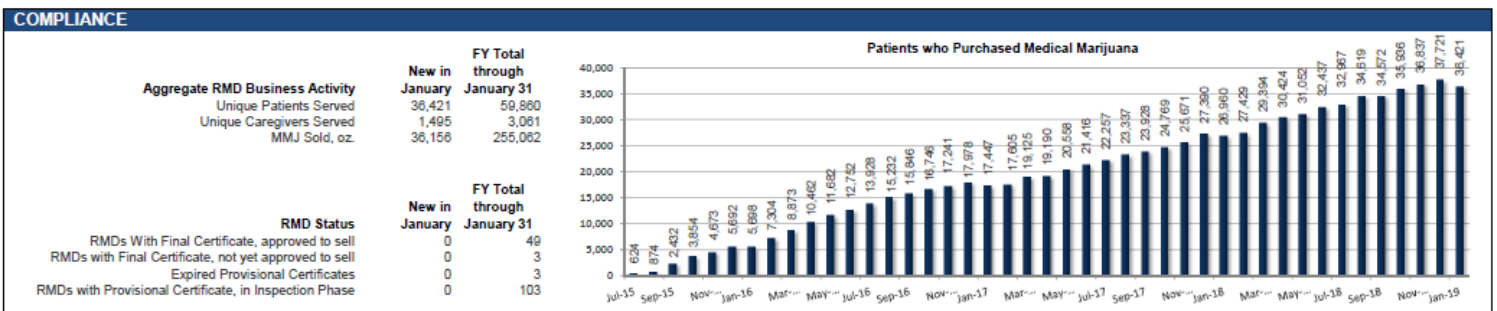
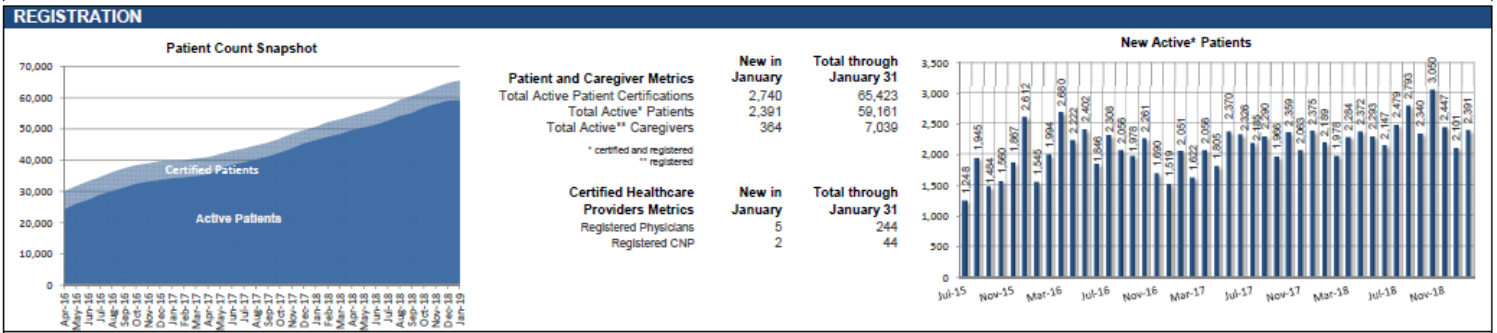
of opioid-related overdose and death. In 2014, the fatal overdose rate in MA was more than double the national average, according to the Center for Disease Control and Prevention. Clearly, a safer medical solution to chronic opiate use is desperately needed.

As throughout the United States, MA struggles with providing sufficient treatment for veterans with PTSD. There are some 350,000 veterans in MA, comprising almost 7 percent of the population. More than half are age 65 and over. According to research, 20 to 30 percent of veterans endure symptoms of PTSD. About half of those fitting the criteria for PTSD have not sought treatment, and even when individuals receive care, too few receive quality care.

Many patients, especially veterans, look to the medicinal use of marijuana to help alleviate their symptoms. As the marijuana industry transitions from an underground, unregulated market into a regulated, legal market, few state-approved operators are able to meet the challenges set forth. These challenges include stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, and industry knowledge and experience. And with the dawn of MA's adult-use program in 2018, adult "recreational" consumers will also demand high quality and reasonably priced marijuana products.

In 2012, MA voters passed Question 3, "An Initiative Petition for the Humanitarian Medical Use of Marijuana," which legalized the medical use of marijuana for the treatment of debilitating medical conditions. The law tasked the DPH with developing a regulatory system for commercial marijuana activities in the state. The Medical Use of Marijuana Program administered by the DPH registers qualifying patients, personal caregivers, MTCs and MTC agents.

Massachusetts MTCs are authorized by the CCC to operate as vertically-integrated facilities that cultivate, manufacture, and sell medical marijuana products such as edibles, oils, concentrates, tinctures, and ointments. All cultivation, processing, and distribution can only be done by MTCs. Patients must carry medical marijuana prescription cards provided by licensed physicians or medical practitioners. Their numbers have grown steadily since the inception of the medical marijuana program, as this MA medical marijuana "snapshot" of January, 2019, illustrates:



In 2016, Massachusetts voters passed Question 4, the Massachusetts Marijuana Legalization Initiative, legalizing possession and use of marijuana by adults over the age of 21. In June and July, 2017, the Massachusetts State House and Senate jointly created a bill amending the law, known as “An Act to Ensure Safe Access to Marijuana.” The bill outlines adult-use regulations, including the ability of cities and towns to control or ban the development of marijuana establishments in their municipalities. The bill set tax rates on adult use marijuana sales to support costs of regulating the industry and to fund initiatives in public health, public safety, police training, restorative justice, and workforce development.

State Tax Rates on Adult Use Marijuana:

- 10.75 percent excise tax
- 6.25 percent sales tax
- Host Community impact fee of 3 percent of a marijuana company’s gross annual revenue

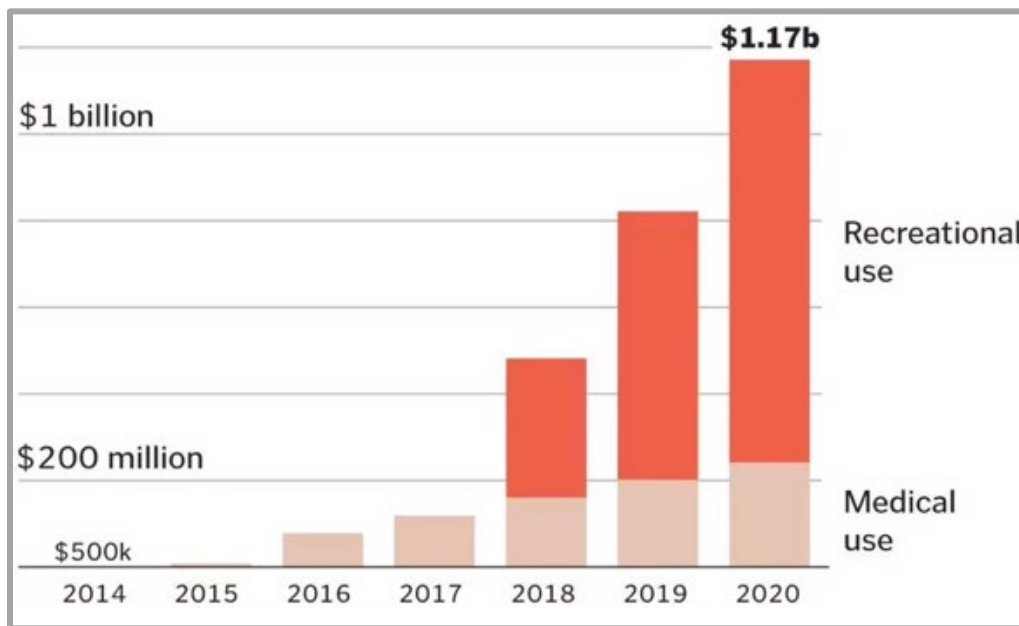
Medical Marijuana remains tax free at the state level. However, the 3 percent Host Community impact fee applies to medical marijuana sales as well.

MA legalization established the CCC to regulate the adult use and medical marijuana industries, including setting potency limits for marijuana products and adopting packaging requirements. In early 2018, the CCC issued regulations for the Adult Use of Marijuana market alongside an updated version of the regulations for Medical Use of Marijuana Program by the DPH. The regulations aim

to safely, equitably, and effectively implement and administer laws controlling access to adult use and medical marijuana in MA, with the goal of making Massachusetts a model for the nation in this emerging industry.

The regulations detail incentives, programs, and resources to promote social equity and support for communities that have been disproportionately impacted by the enforcement of pre-legalization marijuana laws. They describe the process of product approval and the requirements for labeling, packaging, advertising, and serving sizes, and the enforcement of regulations, security, and municipal protections.

The first two stores licensed by the CCC to sell adult use marijuana in MA opened in late November, 2018. By mid-March 2019 there were nine stores open with collective three-month revenues approaching \$45 million. Clearly, the economic impact of adult-use marijuana would be profound, as this chart of comparative projections of MA medical and adult-use revenues makes clear:



Massachusetts Projected Cannabis Sales

Source: ArcView Market Research and New Frontier

Strategic Response

Reya / Green Meadows' business origins and prevailing social mandate lie in cultivating and selling marijuana products of the highest quality to qualified medical patients. However, the dawn of the recreational market in MA and nationally introduces a new reality to marijuana enterprise and an extraordinary opportunity to bring the company's values and expertise to the adult-use market.

Reya / Green Meadows will consequently provide marijuana to both markets—that is, develop and operate state-of-the-art cultivation, processing, and dispensary facilities to ensure high quality and consistent supply to medical and adult users alike. To that end, Reya / Green Meadows' business plan incorporates best practices across all involved industries while always meeting and exceeding state regulations for compliance, operations, safety, and security.

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

- An experienced and successful marijuana industry team
- Efficient and effective cultivation practices based on organic agricultural principles, operating under Good Agricultural Practices (GAP)
- Industry-leading, organic, integrated pest management (“IPM”) strategies
- Fully-automated water, lighting, CO₂, air, and nutrient controls to combine production efficiency with environmental sustainability
- Advanced systems that assess and respond to plant deficiencies automatically
- Safe, state-of-the-art processing and manufacturing techniques, operating under Good Manufacturing Practices (GMP)
- Compliant and attractive product packaging and marketing
- Secure point of sale (“POS”) procedures and tracking of transactions
- Superior, effective, and compliant security and surveillance system installation and monitoring
- Industry-leading employee vetting, selection, and training
- Compliant medical marijuana and cultivation product storage and security
- METRC seed-to-sale inventory control system integrated with an Enterprise Resource Planning (“ERP”) system for recordkeeping to ensure full accountability
- Detailed and proven diversion prevention plans and Standard Operating Procedures (“SOPs”)

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

1. **Foresight:** Green Meadows will design a medical and adult-use marijuana business operating model that is future-compliant with all state and local regulations as they come online, bearing in mind both medical and adult-use regulations and opportunities
2. **Diversity and Social Equity:** MA regulations detail a social equity program within the adult-use marijuana industry licensing process to help offset decades of drug policies that have negatively impacted minority communities. Green Meadows will build its business on these social principles while emphasizing the needs of the veteran community especially
3. **Local Knowledge:** Green Meadows Farm has been growing and selling organic produce in MA for thirty-five years and is familiar with MA agriculture business regulations

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

Working strategically with Green Meadows' operations, Reya will build intellectual capital in the field of genetics and nutraceuticals. It will be a market leader in intellectual property development, proprietary genetics, and compiling a centralized database of patient / consumer usage and transactional data.

Corporate Model

- *Vertical Integration* - describes a business strategy in which a company controls its own supply chain. It provides financial benefit by stacking revenue-generating operations together. This business design is required in the MA medical marijuana industry but not in the MA adult-use marijuana industry. However, companies entering the adult-use market with medical licenses and vertical integration in place receive, under CCC regulations, accelerated consideration of additional license applications. They also will enjoy a marketing and branding advantage among marijuana consumers for purveying marijuana products of pharmaceutical quality to medical and adult-use consumers alike.
- *Two-Tiered Company Structure* – allows the operational entity, Green Meadows, to focus on operations, quality control, and customer service while its manager / owner, Reya, can compile IP and data analytics (seed strains; consumer trends) for potential proprietary

licensing; can hold hard assets such as real estate and materials; can oversee and implement expansion, license applications, and research & development; can explore and enter partnerships and third-party business relationships beneficial to profitability; can direct community outreach, charitable contributions, public and political relations, and progressive social initiatives; and can manage company finances, tax reporting, investor relations, and potential “exit events” of company sale or merger.

History: Federal Tax Considerations

Until 2019, the standard corporate model in marijuana enterprise was to separate into two companies, a “hands-on” cannabis operations company whose revenues flowed, per a formal management agreement, to a “hands-off” cannabis-affiliated management company. The model provided some protections to legal liability and to accounting for IRS Code 280E, which disallows some operating and general & administrative tax deductions to revenues directly resulting from marijuana enterprise. In keeping with this standard, Reya was originally conceived to be separate from Green Meadows yet linked by a management agreement that conveyed Green Meadows’ net income, and other assets, to Reya.

Two developments late in 2018 led Reya’s legal and tax advisors to recommend that Reya take ownership of Green Meadows. The first was a landmark ruling in California (Harborside case) that held that a management company (such as Reya) was subject to the same 280E tax restrictions as its cannabis affiliate (Green Meadows). This meant that the “hands-on / hands-off” corporate structure no longer provided 280E protections to cannabis-affiliated management companies. Consequently, it is more efficient to combine the companies under one ownership than to endure 280E limitations separately on both.

Concurrent with the Harborside ruling is the nation’s accelerating relaxation of Federal enforcement of anti-marijuana laws. Business, law enforcement, local and national governments, and society as a whole are moving toward state control of marijuana laws and eventual national legalization. The threat of legal liability to marijuana enterprise in states that have legalized medical and / or recreational marijuana is negligible and rapidly diminishing. As a result, the original corporate model was streamlined.

Reya and Green Meadows are each certified LLCs, but Reya owns Green Meadows while also asserting central control over cannabis licenses, commercial properties, intellectual property, consumer data analytics, and the Green Meadows brand. Among its other advantages, the structure makes clear to investors and to potential buyers of the company that Reya and Green Meadows are one.

3. Projects

Southbridge Phase I

In Southbridge, MA on Mill Street, just off of Main Street in the town's Globe Village, Reya is currently construction a 30K sf indoor cultivation and manufacturing facility. Reya will implement best-in-class technologies and techniques, including environmental and odor controls. This indoor facility has room for expansion and will be used as Green Meadows' centralized manufacturing plant for MA production.

Connected to the cultivation and manufacturing facility by a shared, secure corridor, Reya is building out a 4,500 sf dispensary / retail storefront. As mentioned this downtown location in Southbridge is convenient to major highways and it scalable to feature a future 'cannabis café', pending state approval.



64 Mill Street, Southbridge, MA



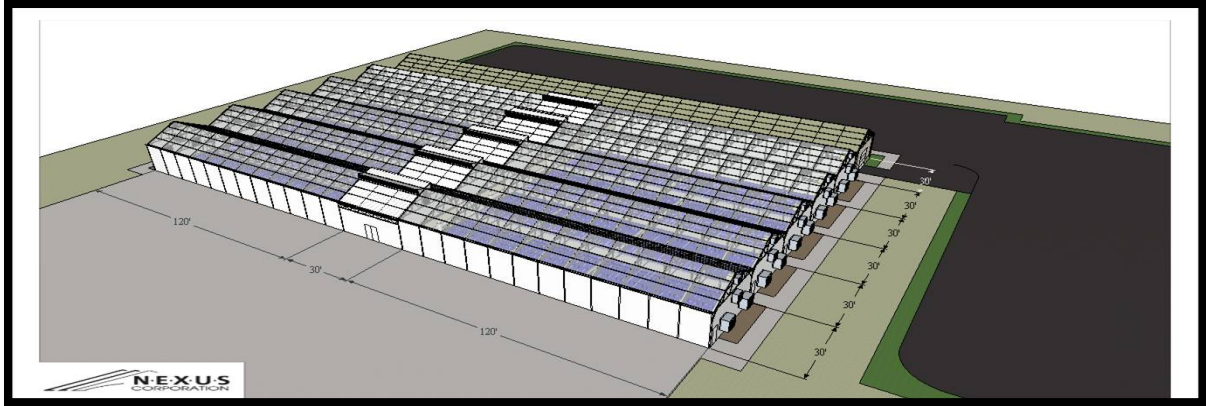
Retail store rendering; actual site / preliminary layout design

Southbridge Phase II Cultivation

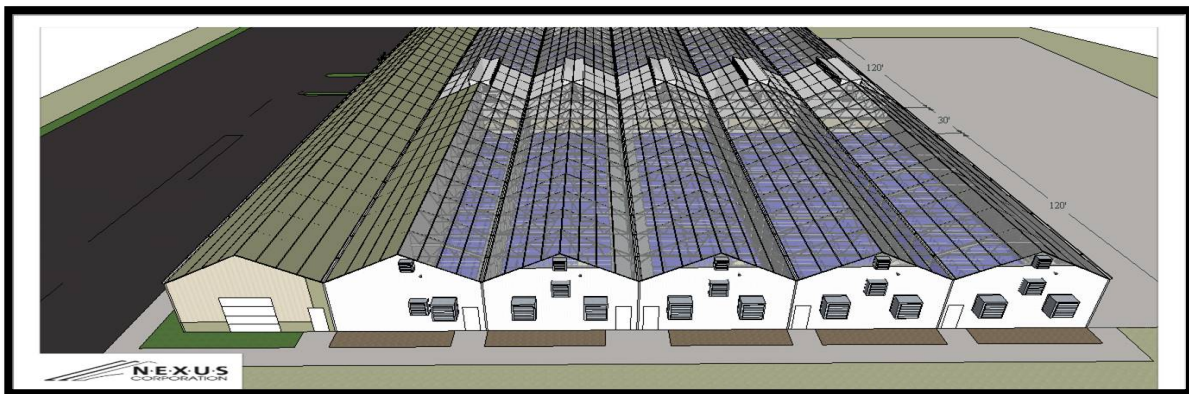
In Southbridge, about 2 miles away from the phase I Mill Street site, Reya Ventures has purchase rights to a 20 acre parcel of land for its phase II cultivation greenhouse facility. Marijuana in New England has traditionally been grown in indoor facilities with solid roofs. By leveraging this future four-season, natural-light (via its translucent roof), sealed greenhouse, Green Meadows will offer a boutique, organic, sun-grown product line, offering another avenue to differentiate itself from its competitors.



In addition to growing healthier marijuana flower, hybrid greenhouse cultivation allows for a higher quality production output and a lower cost of production for raw plant material (“RPM”). Green Meadows will further increase the merit of its products by using specific cultivars to produce considerable amounts of cannabinoids and terpenes in line with Massachusetts’ qualifying medical marijuana conditions. Green Meadows will produce large volumes of RPM at a low production cost using time-tested agriculture, floriculture, and horticulture best practices to guarantee a consistent supply of effective, efficiently-cultivated marijuana.



Biochemical consistency is the key to superb medical and adult-use marijuana and marijuana products. Green Meadows will use strict quality control and quality assurance procedures, closely following FDA and USDA formulation science guidelines for its medical marijuana products. Materials that Green Meadows will utilize in cultivation will all be certified organic, including soil, nutrients, biopesticides, and environmentally safe cleaning materials.



Processing and Manufacturing

Green Meadows will process, extract, formulate, and manufacture marijuana products from the marijuana grown onsite at the cultivation facility; it also may purchase wholesale RPM from other licensed growers to process and sell at Green Meadows dispensaries provided the wholesale RPM is of the highest and purest quality. This arrangement will ensure a substantial, reliable, and profitable flow of RPM for manufacturing purposes. The facility will include processing, administration, production, and storage rooms. Each area will be designed with flow dynamics to facilitate efficiency in a large-scale agricultural operation. Green Meadows will utilize only the best, safest, and most reliable extraction methods, including ethanol-based extraction and primarily supercritical CO₂ extraction, a proven, efficient, and nonvolatile method capable of producing high-quality

marijuana extract without endangering Green Meadows facilities, employees, or patients.

Dispensing

The two dispensary / retail locations the company has selected to date (Southbridge and Fitchburg) have been vetted for population density, available disposable income, and ease of customer access as well as for proper setback distance from schools, churches, hospitals, and competing marijuana retail businesses. The following considerations are being taken into account during the development of Green Meadows retail facilities:

- **Design:** The interior and exterior design of Green Meadows retail facilities will ensure repeat business. The design of the stores will be carefully planned to welcome guests and make them feel safe and attended to. Green Meadows will utilize open space and industrial Americana / modern designs to achieve a feel that favors warm, clean, sleek, and simple elements. Product placement within the dispensary will include clear labelling of products, well-lit displays, and efficient customer flow. All retail locations will be designed with a distinct look and feel to ensure consistent branding across geographic spread
- **Parking:** Accessible, ample, onsite parking is important. Traffic will flow easily in and out with a separately designated entry and exit. Plans for overflow parking, security, and well-lit nighttime parking are strong considerations
- **Patron Access:** Located in close proximity to highways and freeways and are easily accessible by public transportation
- **Value:** Premium customer service will encourage positive impressions of Green Meadows while ensuring repeat customers and recommendations to future patrons. Fast, friendly, and knowledgeable assistance will provide customer service and product education. Retail staff will reach patrons on a personal level with sincere concern and emotion
- **Expertise:** Green Meadows will employ customer service agents who care about the consumer experience and are passionate about marijuana and marijuana products. Green Meadows will train staff using successful sales strategies as well as clear and informative communication practices
- **Security:** Video surveillance, motion detection, and security personnel provide essential tools to ensure patron, staff, and dispensary safety. Security systems can be accessed remotely for review of patron and staff interactions. Trained security staff will protect facilities and create a safe, trusted, and comfortable environment during working hours and afterward
- **Feedback:** Green Meadows will listen to patron feedback about products honestly and openly, and provide excellent product differentiation. Providing a way for patrons to express their concerns helps create a patron base that Green Meadows can rely on well into the future

Compliance & Recordkeeping

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

Accurate record keeping is critical to continued and compliant success in the cannabis industry. Record keeping and documentation throughout the process minimizes risk and provides accountability for both Green Meadows management and industry regulatory agencies. Creating a traceable, living history through technological tracking and written documentation will allow Green Meadows to locate and isolate potential contamination issues, cultivation problems, diversionary acts, or security issues.

Finally, tracking measures required under Massachusetts regulations are a common point of infraction for many businesses and are critical to remaining in good standing with local and state regulators. Green Meadows will use METRC as its inventory control system as required by the state of Massachusetts, along with Leaf Logix for our Seed to Sale tracking system.

Security

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

Security Plan: Purposes

- Provide a safe environment for all employees, vendors, contractors and visitors
- Safeguard the entire facility, including limited and restricted access areas, storage, and handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products, and cash

- Ensure comprehensive audit procedures for the entire operation in connection with the handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products and cash

Security Plan: Procedures (per CCC regulations)

- Permit access to the cultivation facility only by registered employees, vendors, contractors and visitors, emergency responders, CCC, and law enforcement
- Direct registered employees to pay close attention to the access points to the facility. Any door intended to be a barrier between the secured access areas of the cultivation facility must remain closed and locked at all times, except for the moment when an authorized individual is walking through it
- Employees will have access only to the portions of the cultivation facility that relate to their function at work. For instance, an employee only working in the limited access area will not have access to the security area and vice versa
- All registered employees will have training in accordance with the personnel policies and procedures of Green Meadows
- Each registered employee must wear an employee identification badge at all times while at the cultivation facility

Theft, Loss, or Diversion

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

Employee Safety

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

- Emergency action response as necessary

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

4. Roadmap & Timeline

Application Process

Green Meadows has advanced well through the application process for state licensing for its facilities, engaging the help of 3C Consulting (“3C”) and Vicente Sederberg law firm (“VS”). During this process, the management team has been closely engaged with advisors as they navigate the MA business and compliance requirements surrounding medical and adult-use marijuana enterprise. Green Meadows has, in hand, its Medical Provisional License to operate for cultivation, manufacturing, and dispensary; it also has its approval for Adult Use Retail (Provisional License pending in April / May) and is about three months out from achieving its Adult Use Cultivation and Manufacturing Provisional Licenses. From there, it requires facility inspections to receive its Final Licensing (FCR) and green light to operate.

Facility buildout has begun as of Feb 2020.

Buildout Process

Facility buildouts were preceded by detailed design work involving the management team, architects, and engineers expert in cannabis construction as it relates both to operation and regulatory compliance. The builds have commenced with contractors and construction partners culled from the local community after careful consideration. Cultivation begins once the facility is fully constructed, approved by state inspectors, and in possession of an FCR.

6. Financial Projections

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

7. Staffing

Job Classifications

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

- Cultivation Facility
- Processing and Manufacturing Facility
- Retail Dispensary
- Administration

8. Exit Strategies

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

CANNABIS ACQUISITION EXAMPLES

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

March 2018 Motley Fool

MOST VALUABLE PUBLIC CANNABIS COMPANIES

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

April 2018 Motley Fool

PUBLIC CANNABIS COMPANY KEY METRICS

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

October 2017 Anne Holland Ventures



Summary

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

And with all approvals in hand to operate and construction underway, Green Meadows is on the doorstep of launching, building a one-of-a-kind brand in the cannabis space, and driving significant value for its executive team and investors.

200.00 Recordkeeping Policy

General Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Green Meadows Farm documents. Records will be stored at Green Meadows Farm in the executive office / admin space in locked cabinets; this office will be locked when not occupied by Green Meadows Farm Executive staff. All electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9), and 935 CMR 501.105 (9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection. Green Meadows Farm records are only accessible to Executive staff as necessary as well as Commission staff.

Recordkeeping

To ensure that Green Meadows Farm 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 Meadows Farm’s quarter-end closing procedures. In addition, Green Meadows Farm’s operating procedures will be updated on an ongoing basis as needed.

Corporate Records

Those records that require, at a minimum, annual reviews, updates, and renewals, include:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Excess Liability 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

- Board of Directors Meetings
- Minutes from Board of Directors Meetings

Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each Agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Green Meadows Farm;
- List of all executives of Green Meadows Farm, and members, if any, which must be made available upon request by any individual;
- Waste disposal records as required under 935 CMR 501.105(12) and;
- Following closure of Green Meadows Farm, all business records will be kept for at least two years at the expense of Green Meadows Farm in a form and location acceptable to the Commission.

Personnel Records

At a minimum will include:

- Job descriptions for each Agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Green Meadows Farm Agent. Such records will be maintained for at least 12 months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2), 935 CMR 501.029, and 935 CMR 501.030;
 - A copy of the application submitted to the Commission on behalf of any prospective Medical Agents;
 - 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 Training and in-house training for Medical and Adult-use Agents.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures that will include at a minimum;
 - Code of ethics

- Whistle-blower policy and
- A policy which notifies persons with disabilities of their rights; and
- All background check reports obtained in accordance with 935 CMR 500.030, and 935 CMR501.030.

Handling and Testing of Marijuana Records

Green Meadows Farm will maintain the results of all testing for a minimum of one (1) year. Green Meadows Farm plans on contracting with a subset of MCR Labs, CDX Labs, and / or Pro Verde Labs for Product testing services. Samples will be prepared by the Executive Vice President, Cannabis Production in coordination with the Director of Quality Assurance and packaged in a container clearly marked for testing. A record of previous test results as well as who prepared the sample will be maintained by the SVP, Compliance. A full inventory of samples pending pick-up and samples currently out for testing will be maintained by the Executive Vice President, Cannabis Production. All test results for products received at the retail facility will be maintained and will be easily accessible for Commission review. Test results for products pending wholesale transfer to the retail facility will be reviewed by the Senior Vice President, Retail Operations or Dispensary Manager and compared against the packaging and labeling information prior to accepting the shipment.

Inventory Records

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the Agents who conducted the inventory. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

Green Meadows Farm will perform audits of available patient supplies for products on a weekly basis and retain those records for a period of 6 months. An inventory plan for Marijuana products reserved for patient supply will be submitted to the Commission on a biannual basis.

Green Meadows Farm will retain all records of purchases from any supplier of any ingredient, additive, device, component part or other materials provided to Green Meadows Farm about Marijuana Vaporizer devices sold at Green Meadows Farm. All records will be made available to the Commission upon request.

Seed-to-Sale Tracking Records

Green Meadows Farm will use LeafLogix as a seed to sale and POS solution, in parallel with the state tracking system, Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), 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 MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

Green Meadows Farm's Point of Sale System, LeafLogix, will integrate with the Metrc system and update records in real time. Green Meadows Inventory staff will always confirm integration is working properly after any product movement is completed but logging into Metrc and verifying accuracy.

Cultivation Records

Prior to commencing operations, Green Meadows Farm will disclose all growing media and plant nutrients intended to be used during the cultivation process. In all instances, Green Meadows Farm will disclose all growing media and plant nutrients being used upon request. Green Meadows Farm will maintain the media and plant nutrient records for the Commission's review.

Cultivation records specific to the amount of marijuana produced as well as the amount of marijuana sold will be maintained and reviewed, at minimum, on an annual basis in association with the license renewal application. The Executive Vice President, Cannabis Production will be responsible for these records.

Incident Reporting Records

Within ten (10) calendar days, Green Meadows Farm will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Notification will occur but not be limited to, during the following occasions;

1. Discovery of inventory discrepancies;
2. Diversion, Theft, or loss of any Marijuana Product;
3. Any criminal action involving the facility or an Agent or occurring on or in the premises;
4. Any suspicious act involving the sale, cultivation, distribution, process, or production of marijuana;
5. Unauthorized destruction of marijuana;
6. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or Agents;
7. An alarm activation or other event that requires response by public safety personnel including, but not limited to, local law enforcement, municipal fire departments, public works or municipal sanitation departments, and municipal inspectional services department, or security personnel privately engaged by Green Meadows Farm;
8. 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;
9. A significant motor vehicle crash that occurs while transporting or delivering Finished Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report, provided that a motor vehicle crash that renders the licensee's vehicle inoperable will be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured, or;
10. Any other breach of security.

Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Green Meadows Farm 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 secure check in area. 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. The visitor log will be audited daily by Reception staff.

Waste Disposal Records

Green Meadows Farm will maintain and store waste disposal records according to 935 CMR 500.105(12). When marijuana or marijuana products are disposed or handled, Green Meadows Farm will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Green Meadows Farm Agents present during the disposal or handling, with their signatures. Any and all outdated, damaged, deteriorated, mislabeled, or contaminated marijuana will be segregated from other marijuana and will be destroyed. Green Mountain Farm will document the disposition of the marijuana. Green Meadows Farm will keep disposal records for at least 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

On an annual basis, Green Meadows Farm will obtain at its own expense a security system audit by a vendor approved by the Commission. The audit report will be submitted no later than 30 calendar days after the audit is completed. If the audit identifies concerns regarding our security system, Green Meadows Farm will submit a plan to mitigate those concerns within 10 business days of submitting our audit.

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 or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. A current list of authorized Agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

In accordance with 935 CMR 500.110(1)(e), (1)(j), and (4)(e) and 935 CMR 501.110(1)(e), (1)(j), and (4)(e), Green Meadows Farm will obtain the signature of each Agent, prior to the issuance of their Agent badge(s) and secure key card, whereby the Agent confirms with their signature that they have received training on and will comply with limited access areas, electronic door access and key cards, properly entering and exiting the facility, and other protocols to ensure compliance and the security of the facility, cash, Marijuana, and Marijuana products.

Transportation Records

In accordance with 935 CMR 500.105(13), Green Meadows Farm will maintain and store our transportation records, including but not limited to our shipping manifests for a minimum of one (1) year. All transportation records will be available to the Commission upon request.

Agent Training Records

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

Closure

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

Written Operating Policies and Procedures

Policies and Procedures related to Green Meadows Farm'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 but not be limited to the following:

- Security measures in compliance with 935 CMR 500.110, and 935 CMR 501.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000, and 935 CMR 501.104;
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11), 935 CMR 500.105(12), 935 CMR 501.105(11), and 935 CMR 501.105 (12). This policy and procedure will ensure that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana is segregated from other marijuana and destroyed.
- Description of the various strains of Marijuana to be cultivated, Processed, or sold, as applicable, and the form(s) in which Marijuana will be sold;
- Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(h);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9), and 935 CMR 501.105(8);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory and procedures for integrating a secondary electronic seed-to-sale SOR;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 and 935 CMR 501.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d), 935 CMR 501.105(9)(d);
- 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 and other records required to be maintained confidentially will be maintained;
- A policy for the immediate dismissal of any Green Meadows Farm Agent who has:
 1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 2. Engaged in unsafe practices regarding operation of Green Meadows Farm, 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 any other Jurisdiction.
- A list of all board of directors, members and Executives of Green Meadows Farm, and Members, if any, of the Licensee must be made available on request by any individual.

- Policies and procedure for the handling of cash on Green Meadows Farm premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
- The standards and procedures by which Green Meadows Farm determines the price it charges for Marijuana, and a record of the prices charged, including policies and procedures for the provision of Marijuana to Registered Qualifying Patients with Verified Hardship without charge or at less than the market price, as required by 935 CMR 501.050(1)(h);
- Policies and procedures for energy efficiency and conservation that shall 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 the 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.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, *et seq.*, including the general duty clause under which: Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, *et seq.*, which are applicable to the employee's own actions and conduct.
- A description of Green Meadows Farm patient and consumer education activities.
- Policies and procedures for transportation between Medical Treatment Centers.
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must comply with 935 CMR 500.105(15) and 935 CMR 500.120(11).
- Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.
- Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Policies and procedures for ensuring fire safety in cultivation activities, including but not limited to the storage and processing of chemicals or fertilizers, in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*.

Record-Retention

Green Meadows Farm will meet Commission recordkeeping requirements and retain a copy of all records for at least two (2) years, unless otherwise specified in the regulations.

Inventory and Transfer

Green Meadows Farm will enter all products into LeafLogix and Metrc and accurately report the physical location of the Products within the same business day. Green Meadows Farm may transfer product to an MTC; and an MTC may transfer product to Green Meadows Farm provided there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3. Such transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). To ensure transfers are compliant, prior to such transfer the Director of Quality Assurance will review inventory records and the proposed products for transfer. No Marijuana Product, including Marijuana, will be sold, or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. As referenced above, test results will be reviewed for products being received at the Marijuana Retailer and at the Product Manufacturer and/or Cultivation Facility prior to transfer.

In addition to providing written operating procedures according to 935 CMR 500.105(1), Green Meadows Farm will be compliant with 935 CMR 500.105(8) by providing methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories.

Real-time inventory will be maintained as specified by the Commission and in 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, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. It is the responsibility of the individual Department Managers to ensure Products are properly entered at each phase and continuously audited by the Compliance Team to ensure accuracy. Plant tags will be attached to all Marijuana, Clones, and plants and all Marijuana seeds, Clones, plants, and Marijuana Products will be tracked. Additionally, package tags will be attached to all Finished Marijuana and Marijuana Products. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

Green Meadows Farm has established inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored Marijuana as additionally detailed in other Green Meadows Farm operating procedures. Green Meadows Farm will conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana at minimum. At the retail facility inventory will be conducted monthly by the Senior Vice President, Retail Operations or Dispensary Manager. A comprehensive annual inventory will occur at least once every year after the date of the previous comprehensive inventory. In the event inventory is taken by use of an oral recording device it will be promptly recorded. The record of each inventory shall 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.

2000.00 Plan for Separating Adult Use from Medical Operations

Green Meadows Farm is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) and any other requirements or sub-regulatory guidance issued by any other regulatory agency. The purpose of this plan is to outline the responsibilities of Green Meadows Farm, our management team and Agents to ensure there is separation between medical use of marijuana operations and recreational marijuana operations in compliance with all regulations and laws.

General Requirements

Green Meadows Farm will comply with the requirements for physical and virtual separation of medical- use and adult use marijuana and marijuana products. Green Meadows Farm will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. Green Meadows Farm will use of plant or package tags in the Seed-to-sale SOR (METRC System) for this separation.

Green Meadows Farm will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into the Seed-to-sale METRC system, as well as our own inventory system.

Green Meadows Farm will only transfer product pursuant to 935 CMR 500.105(8), and 935 CMR 501.000(8). Transfers of marijuana product will occur from our cultivation and product manufacturing to our retail establishment in Southbridge.

Inventory

Pursuant to 935 CMR 500.105(8), and 935 CMR 501.105(8), as a Colocated Marijuana Operation that is cultivating, processing and selling marijuana products for medical use as well as marijuana products for adult use we will ensure we create virtual separation of the products. Using the seed to sale software system, Green Meadows Farm will designate and track all marijuana and marijuana products as medical and adult use through the use of package tags in the Seed-to-sale SOR (“METRC”).

Green Meadows Farm will ensure that medical use of marijuana patients have access to the quantity and variety of marijuana products by:

4. Marijuana products reserved by Green Meadows Farm for patient supply will be maintained on site at our collocated facility.
5. For the first 6 months of operation, Green Meadows Farm will reserve 35% of our inventory for medical use of marijuana patients. This will include 35% of each type and strain of marijuana and each type of marijuana products including oils, tinctures and edibles.

- a. On a weekly basis Green Meadows Farm will conduct an audit of patient supply to access if a larger percentage of inventory should be held for patients.
 - i. This audit will be retained for no less than 6 months.
6. After Green Meadows Farm has been open and dispensing for a period of six months an analysis of sales data will be conducted of all products sold to patients over the preceding 6 months.
 - a. Using this analysis Green Meadows Farm will determine the amounts sufficient to meet the patient demand for marijuana products.

Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, Green Meadows Farm will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Green Meadows Farm will submit a report to the Commission in a form determined by the Commission.

Marijuana products reserved for patient supply will be maintained on-site at the retail establishment. If our on-site supply of medical-use marijuana becomes low, we will immediately transfer product from our Cultivation/Product Manufacturing Establishment.

Reporting

Green Meadows Farm will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products.

Point of Sale

Green Meadows Farm will use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

1. Green Meadows Farm will have one or more separate Point of Sale (“POS”) station(s) reserved solely for medical marijuana sales to Qualifying Patients or their Personal Caregivers. These POS station will:
 - a. Be ADA compliant for wheelchair and scooter access.
 - b. Be clearly marked that the POS station is for medical sales only.
 - c. Be separated from the other POS stations with the use of semi-permanent stanchions with ropes or belts that create a physical barrier between medical and adult sales.

- i. The stanchion and rope system will also create a separate line for patients and caregivers and will be clearly marked with a sign stating that these POS stations are for medical sales only.
 - d. The other POS stations will be clearly marked by signage stating that these lines and POS stations are for all sales, including medical.
 - e. Our patient marketing and patient/consumer education materials will also state that medical sales may be done at any POS station and that the holder of a medical registration card may use either line and shall not be limited only to the medical use line.
- 2. The facility will have an area that is separate from the sales floor that allows for confidential consultation. The Consultation Room will have signage that reads, "Consultation Area" and will be accessible by a Qualifying Patient or caregiver without having to traverse a Limited Access Area.
- 3. Virtual Separation of medical and adult sales will happen at the POS station. The Green Meadows Farm POS System will be equipped to track medical and adult sales internally.
 - a. For each transaction, the Green Meadows Farm Guest Services Associate will ask each customer if there are any medical marijuana sales that will be completed.
 - i. If the answer is no, the Guest Services Associate will re-verify the customer's age by checking the customer's government issued ID card and entering the entire order as adult use and taxed and recorded appropriately.
 - ii. If the customer states that medical sales are included, the Guest Services Associate will request the Patient Registration Card issued by the Cannabis Control Commission and their second form of identification.
 - 1. The Guest Services Associate will enter the patient/caregiver information through the Commission-supported databases and verify the patient/caregiver registration is valid and that the patient's 60-day supply has not been reached.
 - 2. The Guest Services Associate will fill the patient/caregiver order and ask which items are for medical use.
 - a. If all items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the MassCIP and ensure that the amount does not exceed the patient's 60-day supply.
 - b. The order will be entered into the POS System. For each item or stock keeping unit ("SKU") the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the transaction.
 - c. If only some of the items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the Commission-supported database and ensure that the amount does not exceed the patient's 60-day supply.

- i. The Guest Services Associate will then verify that the patient is at least 21 years of age by checking the government issued identification. If the patient is under 21 years of age, and is not with a Caregiver (with appropriate identification) no adult use products may be sold.
 - d. The order will be entered into the POS System. For each item or SKU the patient/caregiver designates as medical use the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the item(s). For items or SKU's identified as adult use (and the patient is 21 years of age or older) these items will be entered into the POS system and taxed accordingly.
 - b. At the end of each business day a report will be generated by the POS system that includes the data of all sales, medical and adult use. This report will be compared against the transaction data in the Metrc system and the Commission-supported database to ensure all medical and adult sales are correct.
4. Green Meadows Farm will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

Patients under the age of 21

In accordance with 105 CMR 501.000 Registered Qualifying patients may be under the age of 21 and will require access to marijuana for medical use. Green Meadows Farm will not restrict access to our products to patients of any age so long as they are registered with the Cannabis Control Commission. While we do not expect a large number of patients who are under the age of 21 we are committed to giving them access to our products while also making sure that these patients cannot access products that are intended for adult use. No customer will have direct access to marijuana products except at point of sale. All marijuana products are stored in locked cabinets.

- 1. Registered Patients under the age of 21 will be admitted into our facility only if the individual is 21 years of age or older and produces an active patient registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by their personal caregiver with an active patient registration card.
 - a. In addition to the active patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.
- 2. In any case where a patient that is under the age of 21, the Green Meadows Farm Agent that determines the patient is under 21 years of age will notify the sales manager of this fact.
- 3. The Dispensary Manager and the Security Agent will monitor the patient throughout the facility.
 - a. The Guest Services Associate or designee will offer personal assistance to the patient and/or caregiver while they are inside the facility.

- b. At the POS Station the Dispensary Manager will notify the Guest Services Associate that the patient is under 21 to ensure that only medical sales occur.

310.00 Policy for Restricting Access to Age 21 and Older

Green Meadows Farm, LLC's ("Green Meadows Farm") operations will be compliant with all regulations outlined in 935 CMR 500.000, and 935 CMR 501.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. Green Meadows Farm's management team is responsible for ensuring that all persons who enter the premises or are otherwise associated with the operations of the facility are over the age of 21 and are Medical use of Marijuana patients and caregivers registered with the Commission.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our cultivation and product manufacturing facility is restricted to only persons who are 21 years of age or older and are Medical use of Marijuana patients and caregivers registered with the Commission.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Green Meadows Farm for the transportation of Marijuana.

Cultivation and Product Manufacturing

Our cultivation and product manufacturing facility allows only the following individuals access to our facility:

1. Green Meadows Farm Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Green Meadows Farm Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Green Meadows Farm visitors (including outside vendors, consultants, and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to Green Meadows Security or a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access into the facility. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment Agent that is authorized to enter into our Limited Access Areas. Visitors will be logged in and out of the premises via our visitor log and must return the Visitor Identification Badge upon exiting the premises. The visitor log will always be available for inspection by the Commission.

Retail Dispensary

Our retail dispensary allows only the following individuals access to our facility:

For our Adult-use Consumers:

To verify an individual is 21 or older Green Meadows Farm Agents must receive and examine from the individual one of the following authorized government issued identification cards;

1. Massachusetts Issued driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card (with photo)
4. Passport
5. U.S. Military I.D.

To verify the age of the individual the Agent will use an Age Verification ID Scanner that will be supplied by Green Meadows Farm.

In the event that the ID is not a scannable ID, is not operational, or if the ID is questionable, the Agent must use the FLAG methodology of ID verification:

F. Feel

- Have the customer remove the ID from their wallet or plastic holder.
- Feel for information cut-out or pasted on (especially near photo and birth date areas).
- Feel the texture – most driver's license should feel smooth, or (depending on the State) they will have an identifying texture.

L. Look

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph and the individual. Ask the individual to kindly pull down their mask for proper identification. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't typically change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID's

A. Ask

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond

with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.

- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.
 - a. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

For our Medical Patients and Caregivers:

Upon entry into Green Meadow Farms by a registered qualifying patient or personal caregiver, a Green Meadows Farm Agent will immediately inspect the patient's or caregiver's temporary or annual registration card and proof of identification. The government issued identification card must contain a name, photograph, and date of birth, and will be limited to one of the following:

1. A driver's license;
2. A government-issued identification card
3. A military identification card; or
4. A passport.

Green Meadow Farms will only dispense to a Registered Qualifying Patient who has a current valid certification with the Commission or other jurisdictions that permit the medical use of marijuana or their Personal Caregiver. Pursuant to 935 CMR 501.010(8), a Certifying Healthcare Provider shall have defined the calendar day length of valid certification of a Qualifying Patient. Qualifying Patients under the age of 18 do not have to have a separate means of identification to enter an MTC. A Qualifying Patient under the age of 18 cannot enter an MTC without their Caregiver.

To verify the age of the individual the Agent will use an Age Verification ID Scanner that will be supplied by Green Meadows Farm. In the event that the ID is not a scannable ID, is not operational, or if the ID is questionable, the Agent must use the FLAG methodology of ID verification, as explained above under Adult-use.

Immediate Access to the Facility

Green Meadows Farm will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:

- Agents of the Commission;
- Commission Delegates;
- State and Local Law enforcement Authorities acting within their lawful jurisdictions;
- Police and Fire departments, and emergency medical services acting in the course of their official capacity.

Other individuals who can access the facility include:

1. Representatives of the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St.2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000, and Representatives of the Commission as authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, M.G.L. c. 94I, and 935 CMR 501.000: *Medical Use of Marijuana*.
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Training

Green Meadows Farm will train all Retail Agents and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification ID Scanners and hardcover books to assist Agents in age verification.

All Green Meadows Farm Agents will enroll and complete the Responsible Vendor Training Program as required. This basic core curriculum for acceptable forms of identification include:

- How to check identification;
- Spotting and confiscating fraudulent identification;
- Patient registration cards currently and validly issued by the Commission;
- Common mistakes made in identification verification; and
- Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.

1600.00 Quality Control and Testing

Quality Control

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

1. Any Green Meadows Farm 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 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.00, and with the requirements for food handlers, specified in 105 CMR 300.000. As we will be manufacturing products, the Executive VP of Cannabis Production will be ServSafe Certified and will oversee product manufacturing operations.
2. Any Green Meadows Farm 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 Meadows Farm’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 Meadows Farm’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. Specifically, hand-washing facilities are in Primary Extraction, Refinement and the Restrooms.
4. Green Meadows Farm’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 Meadows Farm 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) and 935 CMR 501.105(12);
6. Green Meadows Farm’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 Meadows Farm’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 Meadows Farm’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Green Meadows Farm 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. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Green Meadows Farm to demonstrate the intended and actual use of any toxic items found on the premises;

11. Green Meadows Farm will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Green Meadows Farm's needs;
12. Green Meadows Farm'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 Green Meadows Farm. There will be no cross-connections between the potable and wastewater lines;
13. Green Meadows Farm will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Green Meadows Farm 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 Meadows Farm will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Green Meadows Farm's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements. The interior of the transportation vehicles will be cleaned daily if not at a greater frequency.

Green Meadows Farm will ensure that Green Meadows Farm's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Quality Control Sampling

Green Meadows will institute a quality control sampling program in compliance with 935 CMR 500.120(14). This program will allow for GMF to provide up to four grams of flower per strain, but no more than seven strains per month to its employees for the purpose of quality control sampling to ensure product quality is in line with the company's expectations. All QC samples will be labeled with the following:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Cultivator;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Cultivation Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

As conditions for providing this program to employees the following will be set in place to ensure compliance with all state laws and regulations:

1. May not be consumed on the licensed Premises;
2. May not be sold to another licensee or Consumer; and
3. Shall be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products.

Upon providing a Quality Control Sample to an employee, the Marijuana Cultivator shall record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

Recalls

Green Meadows Farm 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 Meadows Farm 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 applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Quality Control – Sanitation Standard Operating Procedure (SOP)

Green Meadows Farm will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.

6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non-corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Green Meadows Farm will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Green Meadows Farm will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and metal commercial-grade metal. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.

2. Employees are required to change out of their street clothes and footwear into uniforms and personal protective equipment (PPE) including hairnets, face masks, beard covers, laundered shirts, gloves, and shoe coverings. Any visitors will be required to put on the same level of PPE as the Cultivation staff prior to entering the Cultivation and Product Manufacturing areas.
3. Training: All employees will be trained on general pest prevention practices.
4. Green Meadows Farm will contract with a third-party pest company to help monitor, detect, and prevent pests in the facility.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles, Recyclable, Organic and Solid Waste. At the end of every day these containers will be emptied, and the contents removed and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products.
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing.

3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water.
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.
 - g. Manual Warewashing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
 - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
 - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
 - vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.

2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment.
- i. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99ppm and immerse for 7 seconds
- ii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iii. Allow all parts of the equipment to air dry.
- iv. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- v. Re-assemble the equipment.
- i. Product Preparation Surfaces- These 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.

- i. Pre-scrape surface to remove gross soils.
- ii. Wash surface with recommended strength solution of pot & pan detergent.
- iii. Rinse with water and wipe dry.
- iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
 - b. Green Meadows Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health, or the Cannabis Control Commission.
 - c. Green Meadows Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. Green Meadows Farm will conform to sanitary practices while on duty, including:
 - a. Maintain adequate personal cleanliness:
Grooming:
 - i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
 - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
- When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear laundered shirt on site, as appropriate.
- Do not wear laundered shirt to and from work.
 - Take off laundered shirt before using the restroom.
 - Remove laundered shirt when leaving the production or processing area.
 - Change laundered shirt if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.

- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. Green Meadows Farm facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

Training

Green Meadows Farm will provide training and training opportunities to all of its employees. In addition to required training, Green Meadows Farm will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, and Good Manufacturing Practices.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;

- c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe).
 3. Provide staff with at least an annual training on plant safety and 105 CMR 500.000 Good Manufacturing Practices.
 4. Ongoing on-the-job training.
 5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
 6. Use outside resources, such as vendors, health department inspectors, or qualified trainers to provide safety training.
 7. Observe staff to ensure they demonstrate safety knowledge each day in the workplace.
 8. Document the content of all training sessions and attendance.
 9. File documentation records.

Handling and Processing of Marijuana Sanitary Manner

Green Meadows Farm will process marijuana in a safe and sanitary manner. Green Meadows Farm will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, pests and bacterial diseases; satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
- Prepared and handled on food-grade stainless steel tables with no contact with an agent's bare hands; and
- Packaged in the Packaging Room, a secure area.

All edible products will be prepared, handled, and stored in compliance with sanitation requirements.

Testing

Green Meadows Farm will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed. 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 pursuant to 935 CMR 500.160, and 935 CMR 501.160. Testing of Green Meadows Farm's marijuana products will be

performed by an Independent Testing Laboratory in compliance with any and all requisite regulatory protocols, including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products (“Protocol”). All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13), and 935 CMR 501.105(13).

Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.

Our Adult-use single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and marijuana products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.

Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation. Green Meadows Farm’s policy of responding to laboratory results that indicate contaminant levels are above acceptable limits 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.

Testing of Green Meadows Farm’s environmental media will be performed in compliance with any and all requisite regulatory protocols. Green Meadows Farm will be using a blend of coco, peat, perlite, compost, and other organic amendments (assuming ‘environmental media’ is talking about the grow media) which will be tested prior to initial use and each time new source is used.

All excess marijuana will be disposed in compliance with regulatory requirements, either by the Independent Testing Laboratory returning excess marijuana to Green Meadows Farm for disposal or by the Independent Testing Laboratory disposing of it directly. Green Meadows Farm will maintain testing results in compliance with all regulatory requirements and the Green Meadows Farm’s recordkeeping policies and will maintain the results of all testing for no less than one year. Testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Pursuant to 935 CMR 500.130(4), and 935 CMR 501.130(4) Green Meadows Farm will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and 935 CMR 501.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and

transportation to all marijuana establishments that we sell or otherwise transfer marijuana to. Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and
 - e. Pesticides

Green Meadows Farm will maintain the results of all testing for no less than one year. All testing results shall be valid for one year. All testing will be conducted in accordance with the frequency required by the Commission.

Responding to Laboratory Results

Green Meadows Farm will ensure our policy for responding to laboratory results that indicate contaminant levels are above acceptable limits are available to Registered Qualifying Patients and Personal Caregivers, as identified in 935 CMR 501.160(1), and 935 CMR 501.160.

If a laboratory test result indicates that a Green Meadows Farm marijuana product sample has contaminant levels above the acceptable limits, Green Meadows Farm will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. The Cultivation Production Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates a contaminant level for Pesticides that is above the acceptable limit the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of immediately.
 - a. Green Meadows Farm Cultivation, Production Manager or CEO will:
 - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
 - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission;
 - iii. The notification will be from Green Meadows Farm, and the Independent Testing Laboratory, separately and directly.

- iv. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- 4. In the case of any test result that indicates that a Green Meadows Farm marijuana product sample has contaminant levels above the acceptable limits, the Cultivation, Production Manager or CEO will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Green Meadows Farm Agents.
- 5. Once Green Meadows Farm receives notice that Marijuana or a Marijuana Product submitted for testing has failed any test for contaminants will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants or dispose of the Marijuana or Marijuana Products. We will take the following steps determined upon our decision:
 - a. Reanalysis by a Second ITL. If we choose to reanalyze the sample, a sample from the same batch will be submitted for reanalysis at the ITL that provided the initial failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested will be submitted to a second ITL other than the original ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana and Marijuana product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Green Meadows Farm will dispose the failed product.
 - b. Remediation. If we choose to remediate, a new test sample will be submitted to any licensed ITL, which may include the initial ITL, for a full-panel test. Any failing Marijuana or Marijuana product may be remediated a maximum of two times. Any Marijuana or Marijuana product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. Green Meadows Farm will dispose of the product.
 - c. Dispose. If we choose to dispose the Marijuana or Marijuana Products, Green Meadows Farm will do so in compliance with 935 CMR 500.105, and 935 CMR 501.105.

Additional Marijuana Testing Requirements

- 1. Clones are subject to these testing provisions but are exempt from testing for metals.
- 2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13), and 935 CMR 501.105(13).
- 3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11), and 935 CMR 501.105(11).
- 4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), and 935 CMR 501.105(12) by the Independent Testing Laboratory disposing of it directly.

5. Green Meadows Farm will not sell or otherwise market Marijuana or Marijuana Products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160, and 935 CMR 501.160.
6. For Adult-use single-servings of Marijuana Products tested for potency will be in accordance with 935 CMR 500.150(4)(a) and are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Environmental Media Testing (e.g., soils, solid growing media, and water)

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids shall be sampled and analyzed in compliance with *Protocol for Sampling and Analysis of Finished Medical Marijuana and Marijuana-Infused Products for Massachusetts Registered Medical Dispensaries*.

760.00 Personnel Policies Including Background Checks

Overview

Green Meadows Farm, LLC (“**Green Meadows**”) 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. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Green Meadows Farm. Green Meadows will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- Background check reports.

Job Descriptions

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

- Provide general training to Green Meadows 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 Meadows facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Green Meadows 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 Meadows 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

securityAgents;

- Evaluate and determine the number of security Agents assigned to each shift and proper shiftchange times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Green Meadows' 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 Meadows 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 patients, caregivers, customers, authorized visitors, and Green Meadows Agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Security and Loss Prevention Manager;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Green Meadows facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Green Meadows 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 tracking software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Green Meadows' policies and procedures for waste disposal are adhered to.

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

- Oversee hiring and release of Green Meadows Agents;
- Review and revise Green Meadows personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Green Meadows 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.

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 Meadows and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.029, and 935 CMR 501.029;
- A copy of the Agent's application that Green Meadows submitted to the Commission on behalf of any prospective Agent;
- Documentation of verification of references;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- The job description or employment contract that includes the Agent's duties, authority, responsibilities, qualifications, and supervisor(s);
- 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;
- Notice of completed Responsible Vendor Training Program and in-house training

- for MTC Agents required under 935 CMR 501.105(2), and 935 CMR 500.105(2);
- All background check reports obtained in accordance with state regulations; 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 be only accessible to the Agent's manager or members of the executive management team.

Hiring and Recruitment

Green Meadows' Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or specific positions need to be created in response to company needs. Green Meadows' hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- Green Meadows' Diversity Plan and Community Initiatives;
- Green Meadows' 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;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

Green Meadows is committed to maintaining an environment conducive to the health and well-being of patients, caregivers, customers and employees. It is Green Meadows' mission to provide a professional workplace free from harassment and discrimination for employees. Green Meadows 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 Meadows' 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. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Green Meadows employees, patients, caregivers or customers also is 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, patient, caregiver, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, patients, caregivers, customers, or other parties. Employees found carrying weapons on Green Meadows facilities will be immediately terminated. Patients, Caregivers, or Customers found carrying weapons 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 Meadows 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.

Hours of Operation

Green Meadows Farm will have employees enter their respective areas for operation during the following times/shifts:

Hours of Operation

for Retail Monday –
Sunday: 9am – 9pm

Hours of Operation for Cultivation and Product

Manufacturing Facility Monday – Sunday: 8:00 AM – 6:00 PM

After-Hours Contact Information

Chief Executive Officer: Robert H. Patton – (203) 979-

1204 Chief Operating Officer: Christian M. Zawacki –
(646) 469-5001
Senior Vice President, Cultivation: Benjamin T. Bourque – (303) 257-0348

Overview of Personnel Policies and Procedures

Standard Employment Practices

Green Meadows values the contributions of its management and staff positions. Green Meadows 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 medical and 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.

Written Policies

Green Meadows 's written policies will address, among other things, 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, maintenance of personnel files, privacy, email policy, state regulations, 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, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Green Meadows will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with state regulations.

Designated Outside Counsel

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

Job Status

Job Classifications

Positions at Green Meadows are categorized by rank and by department. The executive management team oversees the overall success of the 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, recurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping 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 6-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 the employee's overall performance.

Leave Policies

Green Meadows leave policies will comport with all state and federal statutes. All fulltime employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. Green Meadows will determine which holidays will be observed and which departments will not be required to work. Green Meadows will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Green Meadows anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;

- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Green Meadows' discipline policy and procedure is 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 Meadows' discipline policy and procedure have been designed consistent with Green Meadows' organizational values, best practices, and employment laws.

Green Meadows 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 depend upon whether the offense is repeated despite coaching, counseling, and / or training; the employee's work record; and the impact the conduct and performance issues have on Green Meadows' 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 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 (5) 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 Meadows recognizes that this may not always be the case. A written warning involves 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 and / or conduct 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 notice, 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 written warning.

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 this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the 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 the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the 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 procedure is a recommendation to terminate employment. Generally, Green Meadows will try to exercise the progressive nature 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 Meadows reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees 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 Meadows and its employees.

Appeal Process

Employees will have the opportunity to present relevant material that may challenge

information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and / or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five (5) business days after that meeting to present information.

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

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. 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 Meadows, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Green Meadows. 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 (2) weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday;

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Green Meadows 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 his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the 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 to receive accrued benefits and are ineligible for rehire;

4. Termination

Employees of Green Meadows 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 on the employee's last day of work or other 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 some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from Green Meadows is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two (2) weeks' notice must be given, and the employee must work the full two work-weeks. Accrued vacation leave and 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 Meadows believes that it is in the best interest of both the organization and Green Meadows' employees to fairly compensate its workforce for the value of the work provided. It is Green Meadows' 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 Meadows, 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 Meadows:

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, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

- 1.
2. The CEO is charged with ensuring that Green Meadows is staffed with highly qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget;
3. 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;
4. 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.

Agent Background Checks

- In addition to completing the Commission's Agent registration process, all Agents hired to work for Green Meadows will undergo a detailed background investigation prior to being granted access to a Green Meadows facility or beginning work duties.
- Background checks will be conducted on all Agents in their capacity as employees or volunteers for Green Meadows pursuant to state regulations and will be used by the Security and Loss Prevention Manager, 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 state regulations, Green Meadows will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction;
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability;
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in state regulations 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 state regulations. In addition to the requirements established in state regulations, Green Meadows will:
 - a. Comply with all guidance provided by the Commission and state regulations 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 state regulations. In the event a Presumptive Negative Suitability Determination is made, Green Meadows will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - 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

- 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 Meadows 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 Meadows along with any legal notices required;
 - All suitability determinations will be documented in compliance with all state regulations 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 Meadows or the Commission.

770.00 Qualifications and Training

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agencies.

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Agents and that our training process and curriculum are in compliance with all regulations and laws.

The minimum requirements to become a Green Meadows Farm Marijuana Agent (“Agent”) are outlined below. All Green Meadows Farm board members, directors, employees, executives, managers or volunteers will register with the Commission as an Agent. All Green Meadows Farm Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800, 801,802, and 935 CMR 501.800, 801, and 802.

Green Meadows Farm will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties. Pursuant to 935 CMR 500.105(2)(a), and 935 CMR 501.105(a) we will ensure all Green Meadows Farm Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training will include, but not be limited to;
 - a. Code of Conduct;
 - b. Verifying Identifications;
 - c. Marijuana Regulations;
 - d. Security and Safety;
 - e. Emergency Procedures/Disaster Plan;
 - f. Diversion of Marijuana;
 - g. Terminatable Offences;
 - h. Confidential Information;

- i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
3. After the initial training(s) are completed, Agents will be trained on job specific areas depending on their duties. This training will be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.
4. All Green Meadows Farm Agents will receive a minimum of 8 hours of training annually.
5. Green Meadows Farm will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by Green Meadows Farm for at least one year after the Agents’ termination.
6. Within 90 days of hire, Green Meadows Farm will require all of its Agents to attend and complete a minimum of 4 hours of Responsible Vendor Training Program to become designated as a “responsible vendor.” Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
 - a. Any Green Meadows Agent who is both a Marijuana Establishment Agent and MTC Agent will receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an Agent to participate in more than eight hours of training.
 - b. Green Meadows Farm will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
7. All Green Meadows Farm Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Green Meadows Farm will provide training and training opportunities to its employees. Green Meadows Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined by the Commission. At a minimum, our Agents will receive eight hours of on-going training annually. As a CMO, Green Meadows Agents may receive the training required for each license under which the Agent is registered, including,

without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require an Agent to participate in more than eight hours of training. In addition to required training, Green Meadows Farm will require advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety. These training will include:

1. All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the processing or packaging of Marijuana will be trained and certified in:
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
3. Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness and HACCP.
4. All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
5. All trainings will be filed in employee records.

1420.00 Energy Efficiency and Conservation Policies

Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) will demonstrate consideration of the following factors:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

To the extent updates are required to the information provided for initial licensure, Green Meadows Farm will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).

Green Meadows Farm will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) and 935 CMR 501.103(4) will include a report of Green Meadows Farm’s energy and water usage over the twelve-month period prior to the date of application.

Energy Efficiency and Conservation

Green Meadows has identified potential energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including energy efficient, tunable LED lighting with an increased micro mole production efficiency of over 35% - 40% when compared to traditional HID light systems. To further demonstrate Green Meadows’ compliance with the energy efficiency and conservation regulations, a letter prepared by Fuss & O’Neill, Inc., a Massachusetts Licensed Professional Engineer and supporting documentation is attached as Document D.

GMF has included insulated drop ceilings and select window shades in the design to reduce the cooling demand of the facility.

Green Meadows is also pursuing the additional lighting strategies to reduce electric demand. We will use active load management strategies that include turning our tunable LED cultivation lights on in a delayed sequence to prevent a sudden spike in electrical demand and offsetting the majority of the vegetative photoperiod from the flower photoperiod to reduce the duration of peak energy demand. Green Meadows will also reduce electrical demand through the use of advanced environmental monitoring and control equipment that will use staged, responsive, and predictive set points, in contrast to static set points, to optimize energy use required to achieve the required setpoint.

Green Meadows is working with Linnaeus Lighting to create an energy efficient lighting plan and plan on using LINNAEUS LIGHTING (or comparable) – HELIX (2.7 micromoles/J) and LINNAEUS LIGHTING – APEX (2.6 micromoles/J) found here: <https://linnaeuslighting.com/products/>.

It's worth noting that conservation efforts towards water in our customer parking lot on 19 Mill Street will also be made through smart nutrient and moisture management and features such as a rain garden in the parking lot. The rain garden will allow greater rainwater surface penetration to promote groundwater recharge and reduce the impact of the impervious area of the parking lot.

Additionally:

- The facility water filtration system will create a minimal amount of water lost (between 5% - 10%) during backflush in comparison to typical RO filter systems that can create up to 50% wastewater during normal operation.
- The facility irrigation system will monitor environmental factors such as soil moisture and EC, light levels, and temperature and humidity and will make decisions based on these factors to provide the minimal amount of water needed to optimize production.

Green Meadows Farm has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. The Green Meadows team reviewed options for solar energy but ultimately decided to hold off on the pursuit of these options due to financial constraints at the time of review. Green Meadows intends on regularly reviewing renewable energy sources as it exits the startup phase of business and enters profitability.

Energy Efficiency and Equipment Standards

Green Meadows Farm will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the "Commission") and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, waste water, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).

Green Meadows Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Green Meadows Farm's energy and water usage over the twelve-month period prior to the date of application.

Building Code Requirements

Green Meadows Farm's cultivation facility will meet minimum Massachusetts Building Code

requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*.

Lighting

Green Meadows Farm's facility is listed as above Tier 1 or Tier 2 and therefore must meet the requirements of 36 watts/ square foot or less. The total HLSF (Horticultural Lighting Square Foot) is 12,940 square feet and the HLE (Horticultural Lighting Equipment) is 385,604 watts giving a HLDP (Horticultural Lighting Power Density) of 29.7 watts per square foot.

HVAC

Green Meadows Farm's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780CMR: *State Building Code*). Green Meadows Farm will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

Safety Protocols

Green Meadows Farm has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.

Green Meadows Farm will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.

Before final licensure Green Meadows Farm will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.10.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Green Meadows Farm will regularly check for such guidelines and continue to follow the Commission's standards.

700.00 Personnel Policies and Procedures

Alcohol, Smoke & Drug-Free Workplace

Green Meadows Farm, LLC's ("Green Meadows Farm") believes in a drug-free, healthy, and safe workplace. To promote this, our Agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, Agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the Agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the Agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Green Meadows Farm will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), and 935 CMR 501.110(8)(a) no more than twenty-four (24) hours after the incident occurs.

The Company Alcohol, Smoke & Drug-Free Workplace Policies are in compliance with 935 CMR 500.105(1) and are available to our agents in the Company Employee Handbook.

Personnel Records

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning Agents, including registration status and background check records. Personnel records for each Agent will be maintained for at least twelve (12) months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2), 935 CMR 501.030(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;
- A copy of the application that Green Meadows Farm submitted to the Commission on behalf of any prospective Green Meadows Farm Agent;
- Documentation of periodic performance evaluations;

- 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; Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030, and 935 CMR501.030.

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. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports completed by a certified organization authorized to complete all necessary screenings in compliance with CCC regulations and Agent Badging requirements. All screening results will be reviewed by the Senior Vice President, Human Resources and the SVP, Compliance;
- Documentation that references were checked prior to Agent being hired;
- Offer letter from Green Meadows Farm to the new Agent, including job title and supervision;
- Materials submitted to the Commission for Agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the Agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- 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.

Board Members and Executives

Chief Executive Officer – Chris Zawacki	646-469-5001
Chief Marketing Officer – Rob Patton	203-554-2012
Executive Vice President, Cannabis Production – Benjamin Bourque	303-257-0348
Chief of Staff – Daniel Attella	508-615-9679

Senior Vice President, Community Outreach – Amy Shaar-Wildman	917-297-9515
Senior Vice President, Human Resources – Corey Bellrose	617-778-8243
Senior Vice President, Compliance – Karima Rizk	413-923-2250
Vice President, Production Planning – Lisa Sylvia	860-966-7236

Key Staff

Director of Retail Operations – Kat Connolly	413-378-8130
Director of Operations – Jordan Heersink	860-481-0592
Facilities Manager – Mike Ferreira	315-404-4279
Inventory Manager – Brian Simoneau	617-304-9572
Directing Manager of Environmental Health & Safety – Wil Donnell	413-207-2173

In the event of an incident or an emergency the following contacts, by site location, may be notified:

Southbridge, MA

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Southbridge Fire Department:	508-764-5430
Southbridge Police Department:	508-764-5420
Southbridge City Hall:	508-764-5404
Southbridge Health Department:	508-764-4252
Mill Street Realty	508-728-8333
Harrington Memorial Emergency Line:	508-765-3195

Fitchburg, MA

Fitchburg Fire Department:	978-345-9660
Fitchburg Health Department:	978-345-9582
Fitchburg Police Department:	978-345-4355
Fitchburg City Hall:	978-829-1800
UMASS Memorial Health Fitchburg	978-466-2000

Agent and Physical Risk Reduction Measures

- Drug tests and random screening for all Agents, management and above, in accordance with Massachusetts law;
- Agents suspected of diversion will be reported to local law enforcement authorities;
- Multiple surveillance cameras in Limited Access Areas and all areas considered to be high risk for the occurrence of diversion including but not limited to the secure inventory areas and vault areas, among others;
- When possible, a minimum of two (2) Agents present when making deposits or withdrawals of marijuana product or cash into designated vault rooms; Typically these actions will be performed by members of the Executive and Managerial staff who are authorized access when needed to complete all necessary functions of their job.
- Vaults monitored by a single security system operating under redundant data and monitoring centers at all times.
- Limited Access Areas and Restricted Access Areas clearly marked, secured, and monitored at all times; and
- Security checks are in place at the main retail entrance and main corridor security office to ensure unauthorized individuals do not gain access to the Green Meadows Farm facility.

Agent Background Checks

- In addition to completing Agent registration process, all Agents hired to work for Green Meadows Farm will undergo a detailed background investigation prior to being granted access to Green Meadows Farm or beginning work duties.
- Background checks will be performed to screen for the following, among others:
 - Past criminal convictions;
 - Past drug-related offenses;

- Concealed weapon permits;
 - DEA controlled substance registrations;
 - Professional licenses;
 - Driver's license information;
 - Docket search of state and federal criminal & civil actions;
 - Credit check;
 - Bankruptcies, liens & judgments; and
 - Healthcare licenses & sanctions.
- 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 are required to renew their registration cards and submit to other background screening as may be required by Green Meadows Farm or the Commission.

Agent Training

Green Meadows Farm will ensure that all Agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each Agent, and at a minimum will include at least four hours of a Responsible Vendor Program annually under 935 CMR 500.105(2)(b), and 935 CMR 501.105(2)(b).

Prior to being granted access to secure areas, including all areas containing marijuana products, Agents will receive the following training:

- New hire orientation – overview of Green Meadows Farm and employment policies and procedures as outlined in the Agent Handbook;
- General security procedures relevant to all Green Meadows Farm Agents;
- Detailed security procedures relevant to the Agents' job function;
- Compliance regulations, procedures, and protocols both relevant to the Agents' function, as well as Green Meadows Farm general operations compliance
- Confidentiality & Privacy – including Green Meadows Farm's policies and procedures such as security;
- Recordkeeping requirements;
- Food Handling and Allergen Awareness
- Customized training related to the Agent's job function at the time of hire by the Manager or Supervisor;
- All new employees involved in the handling and sale of Marijuana use must successfully complete a Responsible Vendor Training Program within 90 days of hire;
- For employees that will be accessing Metrc, they will complete Metrc/Inventory training for each license for which they are Agents of.

At a minimum, Agents will receive eight hours of ongoing training annually.

Responsible Vendor Training

Within 90 days of hire, Green Meadows Farm will require all of its Agents to attend and complete a minimum of 4 hours of Responsible Vendor Training Program to become designated as a "responsible vendor."

Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.

- a. Any Green Meadows Agent who is both a Marijuana Establishment Agent and MTC Agent will receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an Agent to participate in more than eight hours of training.
- b. Green Meadows Farm will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Job Descriptions

Upon request, Job Descriptions may be provided to the Commission and/or Green Meadows Farm Management.

Confidentiality

Information held by Green Meadows Farm is confidential 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, that the Commission may access this information to carry out official duties. Green Meadows Farm Agents will receive confidentiality training during new hire orientation.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement, as necessary.

Green Meadows Farm's Point of Sale ("POS") Leaf Logix harbors the technology required to abide with regulatory standards and prevent theft. Only a POS system approved by the Commission, in consultation with the DOR, will be used. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data. All hardware is managed and maintained internally. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality. System authentication is encrypted via industry standard SSL with the use of a server-based platform. Access to customer information, including sales transactions will be available only to those Agents performing dispensing duties. Cultivation Agents will not have access to customer records.

Green Meadows Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales

data or other methods have been utilized to manipulate or alter sales data:

1. Green Meadows Farm will immediately disclose the information to the Commission;
2. Cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the Commission to comply with 935 CMR 500.105, and 935 CMR 501.105.

Green Meadows Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Green Meadows Farm will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Green Meadows Farm's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

Dismissal of Marijuana Establishment Agents

Green Meadows Farm asks that Agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. Green Meadows Farm reserves the right to immediately dismiss an Agent who resigns; however, the Agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which the Agent works their last day, provided they have paid contributions for that month. Under federal law, resigning Agents are entitled to participate in Green Meadows Farm's group health plan at their own expense for at least eighteen (18) months.

Green Meadows Farm will issue a final paycheck, including payment for any unused vacation days, on the next regular payday after resignation. Green Meadows Farm will notify the Commission no more than one (1) business day after the Agent's employment concludes.

Immediate termination of employment will occur if an Agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Green Meadows Farm's standard operating procedures (Commission will be notified); or been convicted or entered a guilty 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. Agents who are terminated will receive a final paycheck, which includes any accrued vacation time, at the time of termination.

Exit Interview

Agents who resign from Green Meadows Farm are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give Agents the opportunity to explain what they liked and disliked about working at Green Meadows Farm and to gather suggestions for how Green Meadows Farm can improve policies and practices.

Exit interviews are designed and intended to be constructive for both Green Meadows Farm and Agents. As a result, Green Meadows Farm does not share information or discriminate against Agents who voluntarily share their opinions during their exit interview.

792.00 STAFFING PLAN BUSINESS HOURS AND AFTER-HOURS CONTACTS¹

Fitchburg, MA

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¹ All information contained herein is subject to revision. Green Meadows Farm intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Fitchburg, and as Green Meadows Farm’s understanding of its needs change. Green Meadows Farm will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.

Hiring Plan

The Chief Executive Officer, Chief of Staff, and Senior Vice President, Human Resources will evaluate hiring needs on an ongoing basis. Hiring procedures include internal and external posting of the position, candidate interviews, reference checks, and background checks. Green Meadows Farm, LLC (“Green Meadows Farm”) is dedicated to hiring local residents and military veterans, when possible. Green Meadows Farm’s available jobs will be posted on online sites such as Indeed.com, LinkedIn.com, Monster.com among others.

Green Meadows Farm is committed to building a professional environment for all our agents. Green Meadows Farm is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with Green Meadows Farm agents, registered patients, vendors, and the community at large. Green Meadows Farm seeks to hire individuals who are dedicated, motivated, and share company values, resulting in advancement whenever possible. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.

Green Meadows Farm will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter. Agents are expected to be present during department meetings as well as company-wide meetings.

Hiring Process

Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring. Jobs will be posted on online job boards such as Indeed, Monster, zip recruiter, and LinkedIn, and resumes will be received through the hr@greenmeadows.com mailbox. This mailbox is managed by the HR Manager and Senior Vice President, Human Resources and they will collect and organize applicants’ information by area of interest. Occasionally we hold job fairs when we have positions open and we will post the job fair on the sites listed above and also send email invitations to all applicants who have expressed interest in working at Green Meadows in the roles we are hiring. More details of our recruiting efforts can be found in Green Meadows Farm’s Diversity Plan.

When a role is open, HR will share applicant’s information and resume with the Department Manager for which they are applying. If Green Meadows Farm elects to pursue an applicant, HR will schedule a phone interview with him/herself and, subsequently, an in-person interview with him/herself and the Department Manager to move the process forward. The hiring process consists of multiple interviews when required and will be conducted fairly and respectfully to those applying. Should the decision be made to seek hiring, the HR will call/email the applicants references prior to extending an offer. Offers are made contingent on the successful completion of background investigations including an iCORI, agent registration, and proof of employment eligibility in the U.S. Green Meadows Farm will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

Training

As a condition of employment, new agents will complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent,

and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”). Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually. Training will vary depending on job type but at a base level all Green Meadows Employees will be trained on the following topics:

- A) New Employee
 - a) Health, safety, and sanitation standards as required;
 - b) Security systems and procedures;
 - c) Prohibitions and enforcement as described by state regulation;
 - d) Confidentiality, privacy and all other provisions of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state regulations that apply to the individual’s scope of employment – for Medical Agents
 - e) Training on Commission Statutes and Rules and Other Federal State and local laws and regulations;
 - f) Training on Green Meadows Farms’ Standard Operating Procedures;
 - g) Training on Detection and Prevention of Diversion of Cannabis;
 - h) Training on basic workplace safety and identifying and preventing potential hazards and or dangers, such as (including but limited to) a Medical Emergency, Fire, Chemical Spill, and a Threatening Event;
 - i) Training on Inventory Control and Record Keeping;
 - j) Incident Reporting;
 - k) Overview of the LeafLogix system;
 - l) Other as deemed necessary

- B) Specific job training: The manager or supervisor of an employee should determine that each employee has the appropriate education, training, and experience, or any combination thereof, to enable that person to perform all assigned job functions. The supervisor/manager shall provide personnel with training in the applicable requirements of their job responsibilities through any of the following:
 - a) On-site training
 - b) Training specific to their job responsibilities
 - c) Reviewing relevant materials, such as SOPs, regulations, etc
 - d) Training on LeafLogix System functionality necessary to perform employee’s job duties
 - e) Job shadowing

- C) Annual Training (minimum 8 hours per employee, including but not limited to):
 - f) Compliance
 - g) Safety update
 - h) Regulatory update
 - i) Patient Confidentiality, privacy, HIPAA education
 - j) Other as needed

- D) Additional training as deemed necessary by the Senior Vice President, Human Resources and Management Team (examples listed below):
 - k) External specialized training
 - l) Employees attending seminars
 - m) Cardiopulmonary Resuscitation (CPR) & AED training
 - n) Serve safe training

- o) OSHA training

Estimated Staffing Levels

During our hours of operation (which are subject to change), Green Meadows Farm Customer Sales Representatives and all retail agents will be available for registered patients and caregivers and customers to assist with any questions they may have, provide information that is relevant to the patient's condition, and complete sales transactions using a Point of Sale ("POS") System. Fulfillment and Inventory agents will be on site, with the number of agents on duty varying according to operational needs. Fulfillment and Inventory agents will be dedicated to filling orders and ensuring products are properly labeled pursuant to Green Meadows Farm's labeling requirements prior to dispensing. Security agents will be available as needed with the number of agents on duty varying according to operational needs.

There will not be any cultivation or production activities onsite in the Fitchburg, MA location.

Staffing Records

Personnel Records at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions.
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Green Meadows Farm 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.
- Personnel policies and procedures.
- All background check reports obtained in accordance with 935 CMR 500.030.

Hours of Operation and After-Hours Contact

The Company will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000.

The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

Hours of Operation

Operational Limitations set forth by the host community are 10am – 8pm. Hours of operation will not exceed these limitations but are subject to change within these parameters depending on business and traffic flow.

Tentatively the following will be enacted:

Monday – Sunday: 10am – 8pm

After-Hours Contact Information

Dispensary Manager - TBD

[PHONE NUMBER]

[EMAIL]

Director of Retail Operations – Kat Connolly

413-378-8130

kconnolly@greenmedows.com

Manager, Human Resources – Laura Cash

774-254-6757

lcash@greenmeadows.com

Senior Vice President, Human Resources – Corey Bellrose

617-778-8243

cbellrose@greenmeadows.com

The Company will update the after-hours contact information and business hours in accordance with 935 CMR 500.000.

External Agencies / Departments Contact

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Fitchburg Fire Department:	978-345-9660
Fitchburg Health Department:	978-345-9582
Fitchburg Police Department:	978-345-4355
Fitchburg City Hall:	978-829-1800
UMASS Memorial Health Fitchburg	978-466-2000

210.00 Maintenance of Financial Records Policy and Procedure

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

Policy

Green Meadows Farm’ financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. The Financial Controller assists in themaintaining of these records. All Green Meadows Farm financial/business records will be available for inspection to the Commission upon request.

Green Meadows Farm will maintain all business records in manual and electronic (computerized) form.

Theserecords include, but are not limited to;

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

In relation to the maintenance of financial records Green Meadows Farm will incorporate the following into ourbusiness operations;

1. Green Meadows Farm will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for its employees.
2. Green Meadows Farm will maintain a banking relationship in Massachusetts with Century Bank to provide banking services for our company.
3. Green Meadows Farm will use up to date financial software programs for all financial transactions.
4. Green Meadows Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.

5. On an annual basis Green Meadows Farm will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Green Meadows Farm' finances (books).
6. Green Meadows Farm will maintain a relationship with AAFCPA, an industry-experienced tax and accounting firm for the filing of all required state and federal tax documents, or a similarly experienced professional.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Dispensary Manager.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Green Meadows Farm' electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.00 and 935 CMR 501.00 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Green Meadows Farm' books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request.

Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Green Meadows Farm will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Green Meadows Farm will utilize Leaf Logix POS system, which complies with the requirements in G.L. c.62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of

Revenue ("DOR") Directive 16-1 "Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems".

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold, identifying both and whether the appropriate amount of tax was collected. Along with the data in the POS system, Green Meadows Farm will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets, or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
 - f. Green Meadows Farm, when necessary, will implement policies and procedures for the accounting of marijuana and non-marijuana sales.

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.

3. Green Meadows Farm will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail in Leaf Logix is extensive and prohibits the manipulation or alteration of sales data. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

Additional Types of Records

The following records will be maintained and stored by Green Meadows Farm and available to the Commission upon request:

- a. Operating procedures as required by 935 CMR 500.105(1) and 935 CMR 501.105(1);
 - i. Security measures in compliance with 935 CMR 500.110 and 935 CMR 501.110;
 - ii. Employee security policies, including personal safety and crime prevention techniques;

- iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000 and 935 CMR 501.00.
 - iv. Storage of marijuana in compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11);
 - v. Description of the various strains of marijuana to be cultivated, processed, or sold, as applicable, and the form(s) in which marijuana will be sold;
 - vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - vii. Plans for quality control, including product testing for contaminants in compliance with 935CMR 500.160;
 - viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - x. Alcohol, smoke, and drug-free workplace policies;
 - xi. A plan describing how confidential information will be maintained;
 - xii. A policy for the immediate dismissal of any marijuana establishment Agent who has:
 - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2) Engaged in unsafe practices with regards 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.
 - xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - xiv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
 - xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- b. Operating procedures as required by 935 CMR 500.130(5)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana

- products from the market, as well as any action undertaken to promote public health and safety;
- iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products are segregated from other products and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(12);
 - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(13);
 - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(15); and
 - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Operating procedures as required by 935 CMR 500.140(6);
- i. Policies and procedures for ensuring software is reviewed and prohibits the ability to alter or manipulate sales data
 - ii. A monthly analysis will be conducted of equipment to ensure that no software has been installed that could be utilized to manipulate or alter sales data. A record will be maintained which confirms the monthly analysis has been performed.
 - iii. If monthly analysis determines software was installed that could be utilized to alter or manipulate sales data the information contained in the findings will be disclosed to the Commission and will cooperate with any action taken by the Commission.
 - iv. Green Meadows Farm will maintain and provide the Commission on a biannual basis accurate sales data during the six months immediately preceding application for the purpose of ensuring an adequate supply of marijuana and marijuana products.
- d. Inventory records as required by 935 CMR 500.105(8);
- e. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- f. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
- i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each marijuana establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2) and 935 CMR 500.030(2) ;
 - 2) Documentation of verification of references;
 - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 4) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - 5) Documentation of periodic performance evaluations;
 - 6) A record of any disciplinary action taken; and
 - 7) Notice of completed responsible vendor and eight-hour related duty training.

- iii. A staffing plan that will demonstrate accessible business hours.
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030 and 935 CMR 501.030.
- g. Business records, which shall include manual or computerized records of:
- i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- h. Waste disposal records as required under 935 CMR 500.105(12); and
- i. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- j. Responsible vendor training program compliance records.
- k. Vehicle registration, inspection, and insurance records. (If Applicable)

All records kept and maintained by Green Meadows Farm will be securely held. Access to these records will only be accessible to those Green Meadows Farm Agents who require access as a part of their job duties.



FRIENDS OF FITCHBURG VETERANS

PO BOX 15 • Fitchburg, MA 01420 • 978-333-1835

December 21, 2021

Laura Cash
Green Meadows
64 Mill Street
Southbridge, MA 01550

Dear Ms. Cash,

On behalf of the Fitchburg Veterans Council/Friends of Fitchburg Veterans, I would like to accept the Green Meadows' offer of a donation and thank Green Meadows for considering our organization.

It is organizations such as your own that enable the Fitchburg Veterans Council to continue with their work of assisting our local veterans in times of need.

Thank you,

Michele Marino
Secretary

#751.00 Diversity Policy – Fitchburg MA



Overview

Green Meadows Farm, LLC (“GMF”) is an employer dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission (CCC) has defined to include the following demographic distinctions:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+

Goals

1. Strive through hiring practices to employ individuals in the above-listed demographics so that GMF’ employee demographic exceeds the local community’s demographic (via the United States Census Bureau, July 2019) in the below-listed groups:

Goals for Diversity will be:

- 1) 42% Minorities
 - 2) 51% Women
 - 3) 10% Veteran
 - 4) 13% People with Disabilities
 - 5) 10% LGBTQ
2. Develop programs and initiatives to support diversity hiring and educational awareness to foster a more respectful and diverse community, which should include attending monthly career fairs, staff-wide training to be completed by end of quarter 3, 2022, and conducting 2 pulse surveys.
 3. GMF has set a 10% goal for partnerships with vendors that have been identified as Minority (MBE, 2%), Women (WBE, 2%), Veteran (VBE, 3%), Service-Disabled Veteran (SDVOBE, 1%), Lesbian, Gay, Bisexual and Transgender (LGBTBE, 1%), and Disability-Owned (DOBE, 1%) businesses.

Strategies and Programs to Obtain GMF Goals

1. Advertise for Diversity
 - List job openings with at least 5 professional organization or media outlets which reaches diverse audiences in the Fitchburg Area. The Arc of North Central Massachusetts- post all jobs at non-exempt level: <https://www.arcofopportunity.org/ways-help/hire-us/vocational-services>
 - Post jobs once per month with www.diversity.com
 - Post all jobs at North Central Chamber of Commerce <https://www.northcentralmass.com/our-members/jobs-board>
 - Post all jobs on Pink Jobs geared at LGBTQ <https://pink-jobs.com/about-us/>
2. Target Recruitment Activities to Diverse Populations
 - Discuss goals to target objectives with hiring managers on a quarterly basis and track the demographic profile of existing staff to refine, increase, and achieve diversity goals to exceed the target.
 - Target Special Recruiting Fairs and Awareness Campaigns internally for the following celebrations
 - 1) February – Black History Month Theme

- a. Internal Posting on facility TVs from 8am – 6pm celebrating Black History Heroes (seen by up to 80 employees).
 - b. Diversity Hiring – Increase diversity percentages in each category of hiring by 2%
 - i. All open positions (7 currently) posted on Career Cast Diversity Site on Jazz HR software (seen on Diversity & Bilingual Network and Veterans Network)
 - ii. Hiring Managers (4 in total) trained on how to identify diversity candidates through Jazz HR
 - c. Consumer Awareness for Black History in the Dispensary and Dedication of Proceeds to the Black Veteran’s Project on Social Media
 1. 2% of proceeds from MLK Junior weekend bundles, Black History Month select brands, and Q1 General’s Aide product line have been allocated for donation to the Black Veterans Project
- 2) March – Women’s History Month- Women’s Empowerment
 - a. Hiring of Women in the Workplace Campaign for internal referrals from Employees
 - i. Target internal referrals from our 80 employees by increasing referral bonus to \$1,500 from \$1,000 during the month of March with a goal of increasing our staff composition of women by 2%.
 - b. Promotion of Women Owned Cannabis Partners on social media for our Wholesale and Dispensary programs
 - i. Add one new woman-owned business partner by June 30, 2022
 - 3) June – Celebration of Pride Month for LGBTQ
 - a. Roll out Social Media Campaign to promote LGBTQ community by June 15th
 - b. Posting of all jobs in Pink Sheets in first week of June – Dedicated to LGBQ
 - 4) September – National Hispanic Month
 - a. Focus on Latino Hiring
 - i. Publishing open positions in Latino focused newspaper Vocero Hispano first week of September a goal of increasing our staff composition of Latinos by 3%.
- Develop one Web-Ex Information Session for each of the Minority-Serving Education Institutions in Massachusetts
 - 1) Bunker Hill Community College- Target Q1 2022
 - 2) Holyoke Community College – Target Q1 2022
 - 3) Middlesex Community College- Target Q2 2022
 - 4) Northern Essex Community College- Target Q2 2022

All participants in these sessions will be verified over 21 years of age
3. Human Resources Manager will use Indeed.com and the Town of Fitchburg online community calendar to attend recurring *monthly* career seminars and fairs to attract diverse candidates including veterans, women, and minority populations
 4. Provide an internal training by *quarter* 3 of 2022 for employees of GMF Farm which will be delivered by a soon to be defined vendor to focus on
 5. Conduct 2 pulse surveys via our software Kazoo asking employees for the feedback on diversity related topics

6. Utilize organizations to identify and source vendors that have been identified as Minority (MBE), Women (WBE), Veteran (VBE), Service-Disabled Veteran (SDVOBE), Lesbian, Gay, Bisexual and Transgender (LGBTBE), and Disability-Owned (DOBE); conduct a monthly communication with the following:
 - North Central Minority Coalition of Fitchburg <https://www.theminoritycoalition.org/> for local business support services such as electrical / mechanical contractors, facilities support services, printing services, restaurants, caterers, etc
 - Mass.gov Supplier Diversity Office
 - North Central Chamber of Commerce
7. Provide Internal Awareness Campaign of Diversity Hiring in Fitchburg location
 - Develop internal Job Posting area of Jazz HR for advancement quarterly within the company to encourage diverse recruiting.
 - Encourage employees through quarterly email campaigns to further diversity recruiting marketing messages by posting on their personal media sites (Instagram, Facebook, etc.).
8. Provide a fast-track button on the GMF career website to allow for diverse candidates to self-identify upon submission of resume/application. These candidates will be given priority.
9. Demonstrate an Organizational Commitment to Diversity via the GMF Diversity Empowerment Committee

Measurements

1. The company will calculate and record, upon 90 days after the commence operations of the Fitchburg Adult Use Retail license, the number of self- identified members of under-represented populations among management and staff in order to provide a base measure of diversity employment
2. The company will maintain an up-to-date record of recruitment, hiring, and promotion of people falling into the above-mentioned demographic groups
3. The company will calculate and record, upon 12 months after the commence operations of the Fitchburg Adult Use Retail license, the number and percentage of businesses it partners with that have been identified as Minority (MBE), Women (WBE), Veteran (VBE), Service-Disabled Veteran (SDVOBE), Lesbian, Gay, Bisexual and Transgender (LGBTBE), and Disability-Owned (DOBE) against its total number of vendors
4. The company will document the number and type of postings and job announcements in media outlets and other venues serving underrepresented populations. Beginning upon receipt of Green Meadows' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Meadows will utilize the proposed measurements to assess its Plan and will demonstrate proof of success or progress of the Plan upon the yearly renewal of the license. Green Meadows is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Note

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