

**HOST COMMUNITY AGREEMENT
BETWEEN
TOWN OF DEERFIELD, MASSACHUSETTS
AND
SUNNYDAYZ INC.**

This Host Community Agreement (this “**Agreement**” or “**HCA**”) is made as of September 8, 2021 (the “**Effective Date**”) by and between the Town of Deerfield, a Massachusetts municipal corporation, acting by and through its Selectboard, (the “**Town**”), and SunnyDayz Inc, a domestic for-profit corporation, with a principal place of business located at Map & Parcel 150-7 and 159-14, 0 Greenfield Rd (the “**Company**”). The Town and the Company are collectively referred to as the “**Parties**” and each as a “**Party**”.

RECITALS

WHEREAS, pursuant to 935 CMR 500.000 (the “**Adult-Use Marijuana Regulations**”) promulgated by the Massachusetts Cannabis Control Commission (the “**Commission**”), the Company wishes to locate and operate a licensed marijuana retail, product manufacturing and cultivation facility and transporter service, known as a Marijuana Retailer, Product Manufacturer, Cultivator and Marijuana Transporter (“**Marijuana Retailer, Product Manufacturer, Cultivator and Transporter**”) at Map & Parcel 150-7 and 159-14 -0 Greenfield Road, Deerfield, MA 01373 (the “**Facility**”) in accordance with the laws of the Commonwealth of Massachusetts and those of the Town;

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including real estate taxes on the space within which it is located;

WHEREAS, the Town believes that the Company’s operation of a Marijuana Retailer, **Product Manufacturer**, Cultivator and Transporter at the Facility, coupled with its contributions to the Town, as set forth herein, would advance the public good;

WHEREAS, the Company intends to provide certain benefits to the Town upon receipt of all required local approvals and the Commission’s licensure to operate the Marijuana Retailer, **Product Manufacturer**, Cultivator, and Transporter in the Town;

WHEREAS, the Company and the Town agree that the Company’s marijuana retail **product manufacturing, transport** and cultivation operation may impact Town resources in ways unique to such business and may uniquely draw upon Town resources such as the Town’s road system, public health services, law enforcement, emergency medical services, inspectional and permitting services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the Town;

WHEREAS, M.G.L. c. 94G, §3 (d) requires “that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center”; and

WHEREAS, the Adult-Use Marijuana Regulations require that the Company include in its Marijuana Retailer Application” “[d]ocumentation in the form of a single-page certification signed by the contracting authorities for the municipality (or municipalities) and applicant evidencing that the applicant for licensure and host municipality in which the address of the Marijuana Retailer is located have executed a Host Community agreement” (a “**Town HCA Certification**”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth in this HCA and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

1. **Community Impact Payments – Marijuana Retailer, Product Manufacturer, Transporter and Cultivator.**

(a) ***Commitment to Make Community Impact Payments.*** The Company agrees to pay the community impact payments (the “**CI Payments**”) specified in this Section 1 to the Town pursuant to M.G.L. c. 94G, §3(d) if the Company obtains a final license from the Commission to operate as a Marijuana Retailer for the transfer and sale of Adult-Use Marijuana to customers (as defined in the Adult-Use Marijuana Regulations) at the Facility (a “**Marijuana Retailer, Product Manufacturer, Transporter and Cultivator Licenses**”). No CI Payments will be due or payable unless the Company obtains a Marijuana Retailer, Product Manufacturer, Transporter and Marijuana Cultivator License to Commence Operations from the Massachusetts Cannabis Control Commission.

(b) ***CI Payment Amount.*** The CI Payments, if due and payable pursuant to Section 1(a) above, shall be in the amount of three percent (3%) of the Gross Receipts received by the Company from sales made at the Facility of Marijuana and Marijuana Products (“**Covered Sales**”). “**Gross Receipts**” means the aggregate purchase price paid to the Company by other marijuana establishments, customers and patients, whether retail or wholesale, for Covered Sales, less the amounts of all refunds, credits, allowances, and adjustments made, and before sales, excise, and other taxes and before amounts collected for the CI Payments. This payment shall be in addition to the applicable local option tax accepted by the Town.

(c) **Schedule of Payments.** The Company shall make quarterly CI Payments to the Town in an amount equal to three percent (3%) of all the Company's quarterly Gross Receipts from the Facility. The first quarterly CI Payment from paragraph 3a. above shall be made thirty (30) days following the close of the first quarter after commencement of operations. The Company agrees to make subsequent quarterly CI Payments thirty (30) days following the close of each subsequent quarter.

(d) **Relocation.** In the event of a relocation out of the Town, an adjustment of the CI Payment due to the Town shall be calculated based on the period of occupation of the Facility with the Town, but in no event shall the Town be responsible for the return of any CI Payment or portion thereof already provided to the Town by the Company.

(e) **CI Payments Relative to Town Costs.** Pursuant to G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("**Town Costs**"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and agree that three percent (3%) of Gross Receipts is a reasonable approximation of actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. The Company acknowledges and agrees that the Town is under no obligation to use the CI Payments in any particular manner. The Town agrees that in the event the legislature amends Chapter 94G to eliminate or reduce the Community Impact Fee, then this Agreement shall be modified to comport with said legislation.

(f) **No Contest of Local Taxes.** At all times during the CI Period, the real and personal property and automobiles, if any, located in the Town of Deerfield, Massachusetts, owned or operated by the Company, shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and automobile tax laws and regulations. All applicable real estate, personal and excise taxes due to the Town for that property shall be paid either directly by the Company or by its landlord for such locations within the Town of Deerfield, Massachusetts, and the Company for such locations within the Town of Deerfield, Massachusetts may not object or otherwise challenge the taxability of such real or personal property and automobiles in accordance with this Section. In the event the Company's landlord objects, the Company agrees to remit the full amount of tax. Further, the Company will remit payment of the local Marijuana Sales tax for all sales in Deerfield in the event such sales are taxable. Notwithstanding anything herein to the contrary, nothing in this HCA shall prohibit the Company from challenging the fair cash value of all real and personal property, as assessed by the Town, pursuant to an abatement application or otherwise.

(g) ***Other Payments.***

i. **Sewer Charges:** The Company anticipates that it may pay annual charges for sewer services from local government agencies. The Company will pay any and all fees associated with the local permitting of the Deerfield Marijuana Retailer (**a Marijuana Retailer, Product Manufacturer, Transporter and Cultivator Licenses**”).

ii. **Police Details:** The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the need for police or EMS, if said details are deemed necessary by the special permit granting authority, the Police Chief or, the Fire Chief. The Company will pay any and all fees associated with such details. If there are no incidents requiring said services within the first six (6) months of operation, this provision shall be null and void.

iii. **Facility Consulting Fees and Costs:** The Company shall reimburse the Town for any and all reasonable consulting or legal costs and fees related to any land use applications concerning the Facility, and any review concerning the Facility, including planning, engineering, and/or environmental professional consultants, including peer review costs, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.

(h) ***Late Payment Penalty.*** The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty of 5% on the outstanding funds subject to an interest rate of 1.5%, compounding monthly, on the total amount of the outstanding payment and penalty. The penalties set forth herein shall be separate and apart from other penalties set forth in this Agreement.

2. **Accounting and Review.**

(a) The Company shall submit financial records to the Town not later than 60 days after the end of each calendar year, with a certification of the gross sales for said year by a public accountant.

(b) The Company shall submit to the Town copies of any additional financial records in support of the CI payment being made to the Town.

(c) The Company shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in accordance with standard accounting practices and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years.

(d) So long as this Agreement is in effect and for a period of three (3) years thereafter, the Town shall have the right to examine, audit and copy those portion(s) of the Company's books and financial records which relate to determination of the sum of the Payments. Examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books and financial records are maintained. The Town's examination, copying or audit, as aforesaid, shall be conducted in such manner as to not interfere with the Company's normal business activities.

(e) In the Event that the Parties disagree to the accuracy of the certification of the Company's annual sales, a third-party licensed accountant, chosen and agreed upon by both parties, may conduct an audit of such sales. If, after such audit and re-computation, an additional fee or payment is owed to the Town, a penalty of ten percent (10%) or five thousand dollars (\$5,000), whichever is greater, will be added to the amount due.

3. **Traffic Study.** The Company shall submit a traffic impact study and traffic mitigation plan in connection with its Special Permit application to the Deerfield Planning Board (the "**Board**"). The Town may elect, in its unfettered discretion, to engage an engineer to conduct a peer review of such plan. The Company agrees to implement the mitigation measures as directed by the Board in consultation with the Peer Review engineer to mitigate traffic concerns set forth in said traffic study and the Town's peer review of said traffic study.

4. **Odor Control.** The Company agrees to contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any reasonable complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Company/

5. **Wastewater Controls.** The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. All wastewater will be tested periodically, and any EPA reports filed will be provided to the Sewer Department.

The Company shall limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Deerfield Water and Sewer Department regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Facility or in the event of a change of the Company's

cultivation practices that may result in cultivation-related pollutants and contaminants wastewater discharge at the Facility. The Company shall comply with all reasonable requests of the Deerfield Sewer and Wastewater Treatment Department regarding such cultivation-related pollutants and contaminants, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

6. **Term and Termination.**

(a) ***Term.*** The Term of this Agreement shall be five (5) years from the Effective Date (the “**Term**”), provided however, the provisions for payment under Section 1 herein, shall survive until the last payment has been remitted to the Town.

(b) ***Termination.*** In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Establishment within two (2) years from the date this Agreement takes effect as well as the deadlines set forth in Appendix A of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Selectboard, in its sole and unfettered discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding. Notwithstanding the foregoing, the Parties hereby acknowledge that time is of the essence and the Selectboard, in its sole and unfettered discretion, equally may determine not to extend this Agreement. The Company hereby expressly waives any and all rights to challenge a decision of the Selectboard to elect not to extend the HCA if the Company has not begun operations. The Company further agrees to notify the Selectboard of the completion of each of the milestones set forth in Appendix A within five (5) days of its occurrence or provide a bi-monthly progress report, whichever is more frequent. In the event Company ceases all Marijuana operations in the Town of Deerfield for a period in excess of six (6) consecutive months, this Agreement shall terminate on such six-month date and thereafter be null and void. In the event the Company loses or has its Marijuana Establishment licenses, approvals, and/or permits to operate in the Town of Deerfield revoked by the Commission or the Town for a period longer than six (6) consecutive months, this Agreement shall terminate on such six-month date and thereafter be null and void. If this Agreement is terminated due to the Company’s noncompliance with the terms hereof or the obligations contained herein, including compliance with local law or compliance with state law as determined by the Commission or another applicable authority, the Company shall be required to cease operations as a

Marijuana Retailer in the Town of Deerfield following the termination of this Agreement, provided however, that the Company shall be given a reasonable opportunity, thirty (30) days, to cure such noncompliance.

(c) **Renewal.** The Parties agree to renegotiate or renew this Agreement prior to the end of the Term. Upon payment of the final CI Payment due pursuant to paragraph 1 herein, the Parties further agree to renegotiate the terms and payments due under Paragraph 1 to the extent permissible by law.

7. Community Support –Marijuana Retailer, Product Manufacturer, Transporter and Cultivator.

(a) To the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company’s quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods (other than Marijuana and Marijuana Products) and services for the construction, maintenance and operation of the Company’s business at the Deerfield Marijuana Retailer, Product Manufacturer, Transporter and Cultivator; provided however, the Company shall base its hiring practices on skills, experience and education first;

(b) Except for senior management, to the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company’s quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire local qualified residents at the Deerfield Marijuana Retailer, Product Manufacturer, Transporter and Cultivator; provided however, the Company shall base its hiring practices on skills, experience and education first; and

8. Town Obligations. The Town agrees: to provide to the Company (or directly to the Commission or other applicable governmental authority (the “**Licensing Authority**”), if so requested by the Licensing Authority) all documentation and information required or requested by the Licensing Authority from the Town in connection with the Company’s Marijuana Retailer Application and any licenses requested or issued thereunder and to participate and cooperate (to the extent reasonably requested by the Company or the Licensing Authority) in the Licensing Authority’s licensing process as it relates to the Company’s Marijuana Retailer Application and such licenses, such documentation, information, participation and cooperation to be provided by the Town on a timely basis and so as not to adversely affect the Commission’s evaluation and decision on the Company’s Marijuana Retailer Application. The Town agrees not to oppose the Company’s Marijuana Retailer Application, but the Town makes no representation or promise that it will act on any other license or permit request from the Company in any particular way other than by the Town’s normal and regular course of conduct and in accordance with its codes, rules, and regulations and any statutory guidelines governing them. Without limiting this Section, within ten (10) business days after the Effective Date, the Town will execute a Town HCA Certification as prepared by the Company according to the applicable requirements of the

Commission.

9. **Notices.** All notices or other communications under this HCA shall be in writing and addressed as follows and will be deemed delivered upon actual receipt if actual receipt is on a business day and otherwise on the first business day after such receipt:

TOWN:

Town of Deerfield
8 Conway Street
South Deerfield, MA 01373
Attention: Kayce Warren
Town Administrator

Corporation Name - SunnyDayz Inc.
Address Map & Parcel 150-7 and 159-
140 Greenfield Road
Address South Deerfield MA
Attention: Kenneth A. Bouquillon
CEO

COMPANY:

10. **Severability.** If under applicable Massachusetts law any term of this HCA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this HCA will remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term will be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term. If application of the preceding sentence should materially and adversely affect the economic substance of the transactions contemplated by this HCA, the Parties shall negotiate in good faith amendments to this HCA so as to result in neutral economic impact to either Party.

11. **Nonpayment of taxes.** CI Payments are expressly included as “other municipal charges” pursuant to G.L. c. 40, § 57. A Town of Deerfield licensing authority may deny, revoke, or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Tax Collector of individuals delinquent on their taxes and/or sewer bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than 14 days after said notice.

12. **Security, Reporting and Emergency Contact.**

(a) ***Security.*** The Company shall maintain security at the Facility at least in accordance with the security plan which will be submitted by the Company to the Deerfield Police Department for approval. Approval of such security plan by the Deerfield Police Department is a requirement for the opening of the Deerfield Marijuana Retailer. In addition, the Company shall at all times comply with all local applicable laws and regulations regarding the operations of the Deerfield Marijuana Retailer.

(b) ***Reporting.*** The Company will report any and all incidents to local law enforcement authorities as required pursuant to 935 CMR 500.000 and permit local law enforcement authorities access to the Facility as required pursuant to 935 CMR 500.000.

(c) ***Emergency Contact.*** The Company shall provide to local law enforcement authorities the name, phone number and address for a person responsible for operations who may be contacted after hours; said contact person shall have been registered successfully by the Commission pursuant to 935 CMR 500.030. Said contact information shall be updated as necessary pursuant to 935 CMR 500.105(1)(c).

13. **Community Impact Hearing Concerns.** The Company agrees to employ its reasonable best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to address mitigation of any legally and scientifically valid, actionable concerns or issues that may arise through its operation of the Facility.

14. **Improvements to the Facility Site.** The Company agrees to 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.

15. **On-Site Consumption Prohibited.** The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility, unless expressly agreed to by amendment to this Agreement.

16. **Limitation on Operations.** The Company acknowledges and agrees that this Agreement covers the operation of the Facility as a Marijuana Retailer for dispensing and selling Adult-Use Marijuana Retailer, Product Manufacturer, Transporter and Cultivator and no other business enterprise shall be undertaken at the Facility absent express written agreement of the Town.

17. **Closure and Clean-Up.** In the event the Company ceases marijuana operations at the Facility, the Company shall remove all materials, Marijuana, Marijuana Products, equipment, and other paraphernalia (“**Marijuana Materials**”) within thirty (30) days of ceasing operations. To ensure the same, the Company shall provide documentation of a bond or other resources held in an escrow account, naming the Town on such bond or other resource, which may be the same as provided to the Commission required for licensure, to support the dismantling and winding down of the Marijuana Retailer, Product Manufacturer, Transporter or Cultivator.

18. **No Joint Venture.** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

19. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Agreement. These recitals are true and correct, and the parties are bound thereby. By signing this Agreement, the Company and the Town acknowledge reading, understanding, and agreeing to all of these recitals.

20. **Miscellaneous.** Amendments to this HCA may be made only by written agreement of the Parties. Waivers of any provision of this HCA may only be given by the Party that is the intended beneficiary of this HCA. This HCA is binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign this HCA without the

written consent of the other Party, such consent not to be unreasonably withheld, delayed, or conditioned. There are no intended third-party beneficiaries of this HCA and only the Parties hereto have the right to enforce this HCA. The headings in this HCA are for reference only and shall not affect the interpretation of this HCA. This HCA will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, other than choice of law principles, and the Parties submit to the jurisdiction of any of the appropriate courts of the Commonwealth of Massachusetts for the adjudication of disputes arising out of this HCA. This HCA will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This HCA may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

~ Signature Page Follows ~

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date, as a sealed instrument by the Company’s duly authorized officer, and by the Town of Deerfield, by and through its Selectboard indicating agreement to the terms set forth in this Agreement.

THE TOWN OF DEERFIELD

By its Selectboard:

David W. Wolfram, Chair

Trevor D. McDaniel, Member

Carolyn Shores Ness, Member

SunnyDayz Inc.

By its Title:

Kenneth A Bouquillon
Kenneth A Bouquillon (Sep 22, 2021 05:45 PDT)

Kenneth A. Bouquillon, CEO






final HCA Edited location

Final Audit Report

2021-09-22

Created:	2021-09-21
By:	Sue Brulotte (bldgasst@town.deerfield.ma.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApiZi85S8ZdjZRHgLueOTxUI20IF-eKbH

"final HCA Edited location" History

-  Document created by Sue Brulotte (bldgasst@town.deerfield.ma.us)
2021-09-21 - 6:29:30 PM GMT- IP address: 50.198.90.101
-  Document emailed to Kenneth A Bouquillon (ken.b@adaptiivgrow.com) for signature
2021-09-21 - 6:31:34 PM GMT
-  Email viewed by Kenneth A Bouquillon (ken.b@adaptiivgrow.com)
2021-09-22 - 12:39:24 PM GMT- IP address: 73.58.239.79
-  Document e-signed by Kenneth A Bouquillon (ken.b@adaptiivgrow.com)
Signature Date: 2021-09-22 - 12:45:42 PM GMT - Time Source: server- IP address: 73.58.239.79
-  Agreement completed.
2021-09-22 - 12:45:42 PM GMT