



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100125
Original Issued Date: 06/01/2021
Issued Date: 06/01/2021
Expiration Date: 06/01/2022

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: The GreenHouse Cannabis Group Inc.

Phone Number: 978-393-3104

Email Address: jp@thegreenhouseinc.io

Business Address 1: 41 East Main Street

Business Address 2: Unit A

Business City: Millers Falls

Business State: MA

Business Zip Code: 01349

Mailing Address 1: 41 East Main Street

Mailing Address 2: Unit A

Mailing City: Millers Falls

Mailing State: MA

Mailing Zip Code: 01349

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 80

Percentage Of Control:

95

Role: Executive / Officer

Other Role:

First Name: Joseph

Last Name: Price

Suffix: Jr.

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Christopher

Last Name: Herrick

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 40

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Jess

Last Name: Wagner

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 20

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Jessen

Last Name: Baptiste

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 20

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Shant

Last Name: Davidian

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$5000 Percentage of Initial Capital: 10

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 41 East Main Street

Establishment Address 2: Unit A

Establishment City: Montague

Establishment Zip Code: 01349

Approximate square footage of the establishment: 1300 How many abutters does this property have?: 18

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	GCG_CCC_COMAttestationAttachments_Complete_2020.pdf	pdf	5fe8d17260fc2607ca6ac213	12/27/2020
Community Outreach Meeting Documentation	GCG_CCC_COMAttestationForm_Complete_2020.pdf	pdf	5fe8d181b11eae07c3c570d7	12/27/2020
Certification of Host Community Agreement	GCG_CCC_HCACertificationForm_Complete_2020.pdf	pdf	5fe8d196e767d307ceee2f14	12/27/2020
Plan to Remain Compliant with Local Zoning	GCG_Montague_LocalZoning_122720.pdf	pdf	5fe8d1a3e826e207c07da4af	12/27/2020

Certification of Host Community Agreement	GCG_Town Of Montague_HCA_Certification_121420.pdf	pdf	6019c45910e86b36bb894b2b	02/02/2021
Certification of Host Community Agreement	Montague_LOS_Greenhouse Mobility Solutions 12.15.2020Signed.pdf	pdf	6019c46272b56336759420fa	02/02/2021

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	GCG_DisproportionateImpactPlan_021221.pdf	pdf	6026ade66902113684c6f26a	02/12/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Joseph Last Name: Price Suffix: Jr.

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Director Other Role:

First Name: Jessen Last Name: Jean Baptiste Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other (specify) Other Role: Capital Contributor/Investor

First Name: Shant Last Name: Davidian Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Other (specify) Other Role: Investor/Capital Contributor

First Name: Christopher Last Name: Herrick Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Investor/Capital Contributor

First Name: Jess Last Name: Wagner Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	20120643910.pdf	pdf	5fea660f89d382080d8ecab2	12/28/2020
Department of Unemployment Assistance - Certificate of Good standing	MA_DUA_CertificateofGoodStanding_010521.pdf	pdf	5ff4d3e9982b2307e19940b7	01/05/2021
Department of Revenue - Certificate of Good standing	GCG_DOR_CertificateOfGoodStanding_010621.pdf	pdf	5ff5dcc460fc2607ca6ad9ce	01/06/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	TGHApproved_Articles.pdf	pdf	5fea695436d86207eb9681b4	12/28/2020
Secretary of Commonwealth - Certificate of Good Standing	20120643910.pdf	pdf	5fea697a16d57608051fa758	12/28/2020
Department of Revenue - Certificate of Good standing	GCG_DOR_CertificateOfGoodStanding_010621.pdf	pdf	5ff5dcd079776c07d15e7c6f	01/06/2021
Bylaws	GCG_CorporateBylaws2020_Part1.pdf	pdf	5ff5fcd09cfae0810fd379d	01/06/2021
Bylaws	GCG_CorporateBylaws2020_Part2.pdf	pdf	5ff5fce8841ecf07f32ab28d	01/06/2021
Bylaws	GCG_CorporateBylaws2020_Part3.pdf	pdf	5ff5fcf389d382080d8edf25	01/06/2021
Bylaws	GCG_CorporateBylaws2020_Part4.pdf	pdf	5ff5fd042027b107e8dc911c	01/06/2021

Massachusetts Business Identification Number: 001417100

Doing-Business-As Name: GreenHouse Mobility Solutions

DBA Registration City: Montague

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	The GreenHouse Cannabis Group Inc - Letter of Intent.pdf	pdf	5f0e41d144827474644e88fa	07/14/2020
Business Plan	GCG_BusinessPlan_122820.pdf	pdf	5fea6a0144f61c07f67fdb6c	12/28/2020
Plan for Liability Insurance	GCG_PlanForObtainingLiabilityInsurance_122820.pdf	pdf	5fea6a1a36d86207eb9681b8	12/28/2020
Proposed Timeline	GCG_ProposedTimeline_122820.pdf	pdf	5fea6d5879776c07d15e67ac	12/28/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	GCG_SecurityProtocols_122820.pdf	pdf	5fea6db9e826e207c07da7c9	12/28/2020
Prevention of diversion	GCG_DiversionPrevention_122820.pdf	pdf	5fea6ebf2027b107e8dc7cb5	12/28/2020
Storage	GCG_StorageProtocols_122820.pdf	pdf	5fea6ecf44f61c07f67fdb73	12/28/2020
Transportation	GCG_TransportationProtocols_122820.pdf	pdf	5fea6ed909cfae0810fd2218	12/28/2020
Inventory	GCG_InventoryManagement_122820.pdf	pdf	5fea6ee479776c07d15e67b3	12/28/2020
Delivery procedures	GCG_DeliveryProcedures_122820.pdf	pdf	5fea6ef116d57608051fa761	12/28/2020
Procedures for quality control and testing of product for potential contaminants	GCG_QualityControl_122820.pdf	pdf	5fea6f07d18fa907c7d916ea	12/28/2020
Personnel policies	GCG_PersonnelPolicies_122820.pdf	pdf	5fea6f109597d30802d2b368	12/28/2020
Dispensing procedures	GCG_DispensingProcedures_122820.pdf	pdf	5fea6f22982b2307e1992eb4	12/28/2020
Record-keeping procedures	GCG_RecordKeepingProcedures_122820.pdf	pdf	5fea6f34e767d307ceee3259	12/28/2020
Maintenance of financial records	GCG_MaintenanceOfFinancialRecords_122820.pdf	pdf	5fea6f3d36d86207eb9681c1	12/28/2020
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	GCG_StaffQualificationsTraining_122820.pdf	pdf	5fea6f6316d57608051fa765	12/28/2020
Energy compliance plan	GCG_EnergyConservation&Compliance_122820.pdf	pdf	5ff5d0f2eb00b107e4544ff4	01/06/2021
Diversity plan	GCG_DiversityPlan_021221.pdf	pdf	6026b8ad4cfbf7366ef3e9cc	02/12/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

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.:

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Town of Montague

Due to COVID-19 Public Participation will be by:
Join Zoom Meeting: <https://zoom.us/j/96502501986>
Meeting ID: 965 0250 1986 Password: 253280
Dial into meeting: +1 312 626 6799 or
+1 646 558 8656 or +1 301 715 8592

NOTICE OF PUBLIC HEARING

#20-05

Notice is hereby given that the Montague Zoning Board of Appeals will hold a public hearing on Wednesday, November 4, 2020 at 6:30 p.m. in the Montague Town Hall, Upstairs Conference Room, One Fenwick Avenue A, Turners Falls, MA at the request of the GreenHouse Cannabis Group Inc. DBA/GreenHouse Mobility Solutions for a Special Permit and Site Plan Approval pursuant to Sections 5.2.7(b) and 8.10 of the Montague Zoning Bylaws to allow a marijuana retail establishment within an existing storefront in the Central Business District. The specific use will be an administrative office for a delivery based service. No cannabis products will be stored or sold on-site.

The above named property is located at 41A East Main St., Millers Falls, MA, and identified as Assessor's Map 29 Lot 059.

BY
John Burek, Chairman
Montague Zoning Board of Appeals
October 20, 2020

ATTACHMENT
A

ATTACHMENT B



MONTAGUE PLANNING AND CONSERVATION

ONE AVENUE A · TURNERS FALLS, MA 01376 ·
413-863-3200 EXT 207 — PLANNER@MONTAGUE-MA.GOV

RECEIVED
OCT 21 2020
MONTAGUE
TOWN CLERK

Notice of Community Outreach Session

Proposed Recreational Cannabis Delivery Business at 41 East Main Street, Millers Falls MA

The Montague Planning and Conservation Department will moderate a remote meeting with the principals of Greenhouse Cannabis Group, Inc. d/b/a Greenhouse Mobility Solutions, who are planning to locate a recreational cannabis delivery business within a storefront at 41 East Main Street in Millers Falls, MA. The specific use will be an administrative and technology development office. No cannabis products will be stored or sold on-site. The project will require a Zoning Special Permit and a Host Community Agreement from the Town of Montague as well as a license from the State Cannabis Control Commission. A brief presentation will be given outlining the proposed Delivery Only Marijuana Establishment. This is an initial chance for dialogue between the community and the project proponents. The public may submit questions prior to the meeting by submitting them by email to contact@thegreenhouseinc.io. There will be additional time allotted after the presentation for further questions. Meeting being held remotely due to COVID restrictions.

Meeting Date: Wednesday November 4, 2020 at 5:30PM to 6:30 PM

Join Zoom Meeting

<https://zoom.us/j/98714936923?pwd=U2FaS0gxa09vMitpQXlid3FTYU5VUT09>

ZOOM Meeting ID: 987 1493 6923

Passcode: 387266

Dial In: 1 646 558 8656

More information at www.montague-ma.gov

Note: The Outreach session will be followed by a Zoning Special Permit and Site Plan Review hearing for the project that will be hosted by the Zoning Board of Appeals at 6:30PM on the same night. Login information can be found at www.montague-ma.gov



ATTACHMENT C

MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
PHONE: 413-863-3200 EXT 207 - FAX: 413-863-3222

ATTESTATION OF MAILING

To: Joseph Price/ Greenhouse Cannabis Group

Date: 12/21/20

RE: Community Outreach Session Abutter Notification: 41 East Main Street

I hereby attest that on October 21, 2020 the Montague Planning Department mailed notice of the Community Outreach Session and Notice of the Zoning Board Public Hearing to all 18 abutters within 300 feet of 41 East Main Street, Millers Falls, MA 01346. The list of abutters was duly certified by the Montague Assessing Department.

Walter Ramsey

Montague Town Planner

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:

November 4, 2020

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: 10/27/20
- b. Name of publication: The Greenfield Recorder

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: 10/21/20

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: 10/21/20

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.



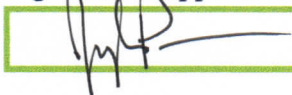
Name of applicant:

The GreenHouse Cannabis Group, Inc. d/b/a GreenHouse Mobility Solutions

Name of applicant's authorized representative:

Joseph B. Price, Jr.

Signature of applicant's authorized representative:



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):

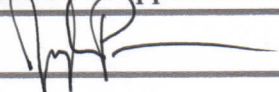
1. Name of applicant:

The GreenHouse Cannabis Group, Inc.

2. Name of applicant's authorized representative:

Joseph B. Price, Jr.

3. Signature of applicant's authorized representative:

 12/15/2020

4. Name of municipality:

Town of Montague

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

Richard Kuklewicz



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

Richard Kuklewicz

Digitally signed by Richard Kuklewicz
Date: 2020.12.15 18:26:39 -05'00'

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

townadmin@montague-ma.gov

8. Host community agreement execution date:

12/7/20

ᠰᠤᠨᠲᠦᠭᠡᠢᠵᠦᠨᠪᠣᠴᠤᠯᠠᠳᠤ [Plan to Remain Compliant with Local Zoning]

The GreenHouse Cannabis Group, Inc. ("GCG, Inc.") is designing a Marijuana Delivery-Only Establishment business model for operation at 41 East Millers Falls, MA 01349. This property is in the Town of Montague's Central Business District in the village of Millers Falls.

Town of Montague Zoning Bylaw Status

Montague has a zoning bylaw in place that allows for the establishment of Marijuana Establishments (Retailers & Delivery-Only) in this area.

Marijuana Retailer & Delivery-Only Establishments are welcome in the Central Business District pursuant receiving a local license for adult-use marijuana establishments from The Planning Board & Zoning Board of Appeals pursuant to Montague Zoning Bylaw Sections 5.2.6(b) and 8.10 and Massachusetts Marijuana Regulatory Statute 935 CMR 500.

Compliance with Montague Local Zoning Bylaw

- GCG, Inc.'s proposed premise & use have been approved by The Planning Board & Zoning Board of Appeals pursuant to the Town's building and zoning codes.
- GCG, Inc. filed notice of its Community Outreach Meeting with the Town Clerk of Montague on October 21, 2020.
- GCG, Inc. mailed notice of the November 4th Community Outreach Meeting to the 18 abutters within 300 feet of the proposed Marijuana Establishment at the 41 East Main Street premises.
- GCG, Inc. conducted a Community Outreach Meeting on Wednesday November 4, 2020, having given public notice of this Community Outreach Meeting in the Greenfield Recorder on October 27, 2020.
- GCG, Inc. submitted its application for a special permit to the Montague Zoning Board of Appeals on November 5, 2020 following a public meeting on November 4th and received a unanimous vote & decision for the granting of a special permit to operate a delivery-only recreational marijuana establishment at the 41 East Main Street premises.
- GCG, Inc. received a unanimous vote & decision to open and operate a Recreational Marijuana Courier Delivery (Delivery-Only) establishment at the 41 East Main Street premises from the Montague Selectboard at its December 7, 2020 meeting.

The GreenHouse Cannabis Group, Inc. & Town of Montague Host Community Agreement Status

GCG, Inc. signed a Host Community Agreement with The Town of Montague on December 15, 2020.

Operating under the d/b/a GreenHouse Mobility Solutions, GCG, Inc. will work closely with the Town of Montague to conduct a proposed adult-use marijuana delivery-only business that is subject to M.G.L. 94G and the Cannabis Control Regulations 935 CMR 500.000 located at 41 East Main Street in the village of Millers Falls. The Town of Montague has determined that the establishment will not derogate from the public health, safety, welfare, or neighborhood character of the area. Both now in the present & in the future, GCG, Inc. will adhere to the Montague zoning bylaws regulating the operation of GreenHouse Mobility Solutions, GCG, Inc.'s Delivery-Only Marijuana Establishment.



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:

2. Name of applicant’s authorized representative:

3. Signature of applicant’s authorized representative:

4. Name of municipality:

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



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).*):

8. Host community agreement execution date:





Office of the Selectboard

Town of Montague

One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
FAX (413) 863-3231

December 14, 2020

The Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

Dear Chairman Hoffman & Commissioners:

On behalf of the Montague Selectboard I am pleased to submit this letter of support for The GreenHouse Cannabis Group, Inc. d/b/a GreenHouse Mobility Solutions, application to open and operate a Recreational Marijuana Courier Delivery (Delivery-Only) establishment at 41A East Main Street in the village of Millers Falls. This letter of support was authorized by the Selectboard at its December 7, 2020 meeting.

I've met with members of the Greenhouse Mobility Solutions team, including Joseph Price, CEO of GreenHouse Cannabis Group, Inc., on several occasions. These meetings have left a positive impression regarding the team's experience and their intent to run a business that is wholly compliant with the regulatory requirements of the CCC.

We look forward to the addition of Greenhouse Mobility Solutions to our local business community, to their contribution to our local economy, and to their very apparent energy and commitment to community engagement and civic participation, which was expressed emphatically during meetings and in their Host Community Agreement, which was signed by all parties on December 7, 2020.

Thank you for taking the time to review my feedback on their application with The Cannabis Control Commission. Please do not hesitate to contact me should you need any further comment.

Sincerely,

Rich Kuklewicz
Chair, Montague Selectboard

မိုးဝေလှိုင်

The GreenHouse Cannabis Group Inc. (“GCG, Inc”) is dedicated to making a difference in the areas of disproportionate impact, as defined by the Massachusetts Cannabis Control Commission.

The Town of Montague is close to a community of disproportionate impact to our proposed Marijuana Courier Delivery (Delivery-Only) business: **Greenfield**.

In the first year of operation, GCG, Inc. will focus on the city of Greenfield, adding a subsequent area of disproportionate impact every two years (Boston – Year 3, Springfield – Year 5).

This is the GCG, Inc. plan to positively affect the **City of Greenfield**:

Goal #1: City of Greenfield residents will make up **20% of our workforce** for this Courier Delivery Marijuana Establishment. In order to meet this goal, GCG, Inc. will heavily leverage its connections with community schools & employment agencies & skills centers to source candidates & fill pipelines of prospective new hires. These channels will provide GCG, Inc. with several opportunities to host or join hiring events where interested parties can learn more about the MA legal marijuana industry, GCG, Inc., and opportunities to join this emerging industry from GCG, Inc. representatives.

GCG, Inc. foresees its first opportunities to host & participate in these types of job fair activities being in February 2021, as this will coincide with the planned approval of GCG, Inc's provisional license.

Goal #2: GCG, Inc. will give heightened priority to City of Greenfield businesses, contractors, suppliers, & vendors in the provision of goods & services necessary for the operation of our proposed Marijuana Courier Delivery business. GCG, Inc. will implement this initiative to the extent such practice & its implementation are consistent with federal, state, and municipal laws and regulations.

GCG, Inc. will spend **at least 20% of our capital expenditure (CAPEX) budget** with vendors that are based in Greenfield, MA. The goal here is to provide economic stimulus to businesses and individuals based in Greenfield.

GCG, Inc. intends to have completed all capital expenditures by June 2021. GCG, Inc. will examine all CAPEX spend & assess attainment of its goal of spending 20% of the CAPEX budget with Greenfield based vendors and/or contractors. If the goal was not achieved, GCG, Inc. leadership will implement a new plan to achieve this goal as soon as possible.

Goal #3: GCG, Inc. will donate at least **\$3,000 per year** to organizations/non-profits whose missions are to improve areas disproportionately impacted. GCG, Inc. leadership will analyze the company's donations in December 2021 to ensure this goal was achieved. If this goal was not met by December 2021, GCG, Inc. will make necessary donations in January 2022 to meet this goal.

This plan states that it is its highest priority to work with, or donate, to certain institutions serving or helping Commission-approved areas of disproportionate impact. Should GCG, Inc. donate time, goods, services, or monies, a letter from the recipient organization will be provided stating that the recipient organization has been contacted and is willing to accept the donations the Establishment intends to provide.



This plan for positively impacting areas of disproportionate impact also contains the timeline for showing progress or success of the plan. At a minimum, this plan acknowledges that its progress or success must be documented upon renewal (one year from provisional licensure, and each year thereafter).

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





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001417100

ARTICLE I

The exact name of the corporation is:

THE GREENHOUSE CANNABIS GROUP INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	10,000	\$10.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: MATTHEW BURKE
No. and Street: 46 EVERETT STREET
City or Town: MEDFORD State: MA Zip: 02155 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JOSEPH B. PRICE JR.	133 CLARENDON ST #170360 BOSTON, MA 02117 USA
TREASURER	JOSEPH B. PRICE JR.	133 CLARENDON ST #170360 BOSTON, MA 02117 USA
SECRETARY	JOSEPH B. PRICE JR.	133 CLARENDON ST #170360 BOSTON, MA 02117 USA
DIRECTOR	JOSEPH B. PRICE JR.	133 CLARENDON ST #170360 BOSTON, MA 02117 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL C

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 133 CLARENDON ST #170360
City or Town: BOSTON State: MA Zip: 02117 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 46 EVERETT STREET

City or Town: MEDFORD

State: MA

Zip: 02155

Country: USA

which is

☐ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☒ its registered office

Signed this 18 Day of May, 2020 at 11:11:42 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

JOSEPH B. PRICE, JR.

THE COMMONWEALTH OF MASSACHUSETTS

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

May 18, 2020 11:11 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: December 24, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,

THE GREENHOUSE CANNABIS GROUP INC.

is a domestic corporation organized on **May 18, 2020** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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 Number: 20120643910

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0220554560
Notice Date: January 5, 2021
Case ID: 0-001-064-443



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE GREENHOUSE CANNABIS GROUP INC
133 CLARENDON ST UNIT 170360
BOSTON MA 02117-4116

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE GREENHOUSE CANNABIS GROUP INC. 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

CORPORATE BYLAWS
OF
The GreenHouse Cannabis Group Inc.



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CORPORATE BYLAWS
OF
The GreenHouse Cannabis Group Inc.

ARTICLE 1
ORGANIZATION

Section 1.01 PRINCIPAL OFFICE. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the board of Directors, and if no place is fixed by the board of Directors, such place as shall be fixed by the President.

Section 1.02 REGISTERED AGENT. The name and address of the Registered Agent is provided in the Articles of Incorporation that was filed with the Secretary of State. The Registered Agent may only be changed by filling out the appropriate paperwork with the Secretary of State. Each change of Registered Agent must be approved by the Board of Directors.

ARTICLE 2
SHAREHOLDERS

Section 2.01 PLACE OF MEETING. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the board of Directors. Absent such designation, meetings shall be held at the principal office. The board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the board of Directors, and subject to any guidelines and procedures adopted by the board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 ANNUAL MEETING. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from

time to time by the board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law, provided, however, that, unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation (the “**Articles of Organization**”); (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 SPECIAL SHAREHOLDERS’ MEETINGS. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the board of Directors, or by shareholders entitled to cast not less than twenty percent (20%) of the corporation’s voting power. Any person entitled to call a special meeting of shareholders (other than the board of Directors) may make a written request to the chair of the board (if any), President, vice President, or secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than thirty-five (35) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting, provided, however, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.04 SHAREHOLDER NOMINATIONS & PROPOSALS. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the “proposing shareholder”) must have given written notice of the proposing shareholder’s nomination or proposal, either by personal delivery, e-mail (without notice of failure), or by the United States mail to the secretary of the Corporation. In the case of an annual meeting, the proposing shareholder must give such notice to the secretary of the Corporation no earlier than one hundred-twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year’s meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year’s annual meeting, notice must be received not later than ten (10)

calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the secretary or within ten (10) calendar days after delivery of the written request for the meeting to the secretary.

A proposing shareholder's notice shall include as to each matter the proposing shareholder proposes to bring before either an annual or special meeting: (a) The name(s) and address(es) of the proposing shareholder(s). (b) The classes and number of shares of capital stock of the Corporation held by the proposing shareholder. (c) If the notice regards the nomination of a candidate for election as Director: (i) The name, age, business, and residence address of the candidate; (ii) The principal occupation or employment of the candidate; and (iii) The class and number of shares of the Corporation beneficially owned by the candidate. (d) If the notice is regarding a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the proposing shareholder of such proposal.

Section 2.05 NOTICE OF MEETING. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days (or, if sent by third class mail, thirty (30) days) and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by a signed statement of the secretary, assistant secretary, transfer agent, or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission, or by mail, by or at the

direction of the secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission with the consent of the shareholder. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements: (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice. (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice. (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting. (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder. Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 PERSONS ENTITLED TO VOTE. Except as otherwise provided by law, and except when a record date has been fixed, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given shall be entitled to notice of a shareholders' meeting, or to vote at such meeting. In the event notice is waived, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which the meeting is held shall be entitled to vote. If no record date has been fixed, the record date shall be: (a) For determining shareholders entitled to give consent to action by the Corporation without a meeting, the day on which the first written consent is given. (b) For determining shareholders for any other purpose, the later of (i) the day on which the board of Directors adopts the resolution relating thereto, or (ii) the sixtieth (60th) day prior to the date of such other action.

Section 2.07 SETTING THE RECORD DATE. The board of Directors may fix a time in the future as a record date to determine the shareholders entitled to notice of, and to vote at, any meeting of shareholders or give written consent to action by the Corporation without a meeting or entitled to receive any dividend or distribution, or to any change, conversion, or exchange of shares.

A record date fixed under this Section may not be more than sixty (60) days or less than ten (10) days before the meeting or more than sixty (60) days before any other action requiring a determination of shareholders. When a record date is so fixed, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date. In the event any meeting of shareholders is adjourned for more than forty-five (45) days from the date set for the original meeting, the board shall fix a new record date for purposes of giving notice of, and determining the holders of shares entitled to vote at, such adjourned meeting.

Section 2.08 QUORUM OF & ACTION BY SHAREHOLDERS. The presence at a meeting in person or by proxy of the persons entitled to vote a majority of the voting shares constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of such number of shareholders so as to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum, except as otherwise provided by law. Except as otherwise provided by law, herein or in the Articles of Organization, the affirmative vote of a majority of the shares represented at a meeting at which a quorum is present, shall be the act of the shareholders.

Section 2.09 ADJOURNED MEETINGS & NOTICE THEREOF. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. When a meeting is adjourned for forty-five (45) days or more, or if a new record date for the adjourned meeting is fixed by the board of Directors, notice of the adjourned meeting shall be given to such shareholders of record entitled to vote at the adjourned meeting, as in the case of any original meeting. When a meeting is adjourned for less than forty-five (45) days, and a new record date is not fixed by the board of Directors, it shall not be necessary to give any notice of the time and place of the adjourned meeting, means of electronic transmission or electronic video screen communication, if any, or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken, provided only business that might have been transacted at the original meeting may be conducted at such adjourned meeting.

Section 2.10 CONDUCT OF MEETINGS. The board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the board of Directors shall serve as the presiding officer. The secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11 VOTING OF SHARES. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of Preferred Stock and one and one-half (1.5) votes for each share of Common Stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12 CONSENT OF ABSENTEES. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by G.L. c. 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13 VOTING BY PROXY OR NOMINEE. Every person entitled to vote or execute consents may do so either in person or by one or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in

full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting is filed with the secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to G.L. c. 156D, § 7.22.

Section 2.14 ACTIONS BY SHAREHOLDERS WITHOUT A MEETING. Any action that, under any provision of G.L. c. 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; provided, however, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and provided, further, that Directors may be elected by written consent only if such consent is given by shareholders holding eighty-five percent (85%) of the outstanding votes held by shareholders, except that action taken by shareholders to fill one or more vacancies on the board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

ARTICLE 3 DIRECTORS

Section 3.01 NUMBER OF DIRECTORS; IDENTITY OF INITIAL DIRECTORS.

The authorized number of Directors of the Corporation shall be four (4) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws. The initial Directors shall be the President, Secretary, Vice President, and Director. There shall at all times be an individual, appointed by the Founders, to be an observer of all actions and meetings of the Board (such individual the "Board Observer"). The Board Observer shall be considered a member of the Board in all respects except with respect to decisions or votes to be made by the Board and with respect to calculation of a quorum. The Board Observer shall initially be determined at the first annual meeting.

Section 3.02 POWERS. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under

the direction of, the board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws. Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and, to the extent required by law the duty to: (a) Appoint and remove at pleasure of the board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the Directors; (b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Organization or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe in the manner of executing the same; (c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks, drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon; (d) Appoint by resolution of the Directors an executive committee and other committees and delegate to the executive committee any of the powers and authorities of the board in the management of the business and affairs of the Corporation, except the powers to (i) fill vacancies on the board or any committee, (ii) fix compensation of Directors; (iii) adopt, amend, or repeal these Bylaws; (iv) amend or repeal resolutions of the board that are expressly nonamenable or repealable; (v) declare a dividend or distribution to shareholders or authorize the repurchase of the Corporation's shares except at a rate, in a periodic amount or within a range, determined by the board; (vi) establish other committees of the board; or (vii) approve any action that in addition to board approval requires shareholder approval. The executive committee shall be composed of two (2) or more Directors. The provisions of these Bylaws regarding notice and meetings of Directors shall apply to all committees; (e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful; and (f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of this Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived, the Directors, nevertheless, having the authority to cause such report to be sent to shareholders.

Section 3.03 TERM OF OFFICE. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 VACANCIES & NEWLY APPOINTED DIRECTORSHIPS. A vacancy on the board of Directors exists in case of the occurrence of any of the following events:

(a) The death, resignation, or removal of any Director. (b) The removal or declaration of vacancy by the board of Directors of a Director who has been declared of unsound mind by a court order. (c) The Director is a member who is divested from ownership of the marijuana business by a decision of either the state or local licensing authority. (d) The authorized number of Directors is increased. (e) At any annual, regular, or special meeting of shareholders at which any Director is elected, the shareholders fail to elect the fully authorized number of Directors to be voted for at that meeting. All vacancies (other than vacancies created by removal of a Director) may be filled by the approval of the board of Directors or, if there is less than a quorum of Directors, by (i) a vote of the majority of the remaining Directors at a meeting held pursuant to notice or waivers of notice complying with G.L. c. 156D, (ii) unanimous written consent or (iii) a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular, or special meeting of the shareholders. The shareholders may, by vote or written consent of a majority of outstanding shares entitled to vote in the election of Directors, elect a Director at any time to fill any vacancy not filled by the Directors. The shareholders may, by vote of a majority of outstanding shares entitled to vote in the election of Directors or unanimous written consent, elect a Director at any time to fill any vacancy created by removal of a Director, except that a vacancy created pursuant to clause (b) of this Section may be filled by the board of Directors. If the board of Directors accepts the resignation of a Director tendered to take effect at a future time, the board or the shareholders may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of that Director's term of office.

Section 3.05 REMOVAL. The board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 RESIGNATION. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 MEETINGS OF DIRECTORS. (a) **Regular Meetings.** A regular annual meeting of the board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The board may provide for other regular meetings

from time to time by resolution. (b) **Special Meetings.** Special meetings of the board for any purpose or purposes may be called at any time by at least two Directors. Notice of the time and place of special meetings shall be delivered by mail or electronic delivery (without notice of failure). If notice is mailed, it shall be deposited in the United States mail at least four days before the time of the meeting. In the case the notice is delivered by electronic delivery, such notice shall be delivered at least forty-eight (48) hours before the time of the meeting. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation. Any Director may waive such notice as to himself or herself. (c) **Place of Meetings.** Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the board.

Section 3.08 ELECTRONIC PARTICIPATION. Members of the board may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 QUORUM OF & ACTIONS BY DIRECTORS. A majority of the authorized number of Directors constitutes a quorum of the board for the transaction of business. Every act or decision done or made by at least three (3) of the Directors then in office is the act of the board of Directors, unless G.L. c. 156D or the Articles of Organization require a greater number. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 COMPENSATION. Directors may receive compensation or reimbursement in connection with his or her service as a Director, and the Board of Directors may authorize payment of a fixed fee and expenses for attendance if any, a reoccurring payment, or any combination of the two for their services. Individuals

serving as Directors shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section.

Section 3.11 ACTION OF DIRECTORS WITHOUT A MEETING. Any action required or permitted to be taken by the board of Directors or any committee thereof under G.L. c. 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the secretary to be filed with the minutes of the proceedings of the board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 COMMITTEES OF THE BOARD OF DIRECTORS. The board of Directors, by resolution adopted by the Directors, may designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the board and to exercise the authority of the board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the board of Directors and its members. A committee of the board of Directors does not have the authority to: (a) Approve actions that require approval of the shareholders or the outstanding shares. (b) Fill vacancies on the board or in any committee. (c) Fix compensation of the Directors for serving on the board or on any committee. (d) Amend or repeal bylaws or adopt new bylaws. (e) Amend or repeal any resolution of the board of Directors that by its terms is not so amendable or repealable. (f) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the board. (g) Appoint other committees or board members. The board of Directors, by resolution adopted by the Directors, may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee. The designation of a committee of the board of Directors and the delegation thereto of authority shall not operate to relieve the board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE 4 OFFICERS

Section 4.01 POSITIONS & ELECTIONS. The officers of the Corporation shall be elected by the board of Directors and shall be a chair of the board or a President or both, a secretary and a treasurer. At the discretion of the board of Directors, the

Section 4.01 POSITIONS & ELECTIONS. The officers of the Corporation shall be elected by the board of Directors and shall be a chair of the board or a President or both, a secretary and a treasurer. At the discretion of the board of Directors, the Corporation may also have other officers, including but not limited to one or more vice Presidents or assistant vice Presidents, one or more assistant secretaries, a chief financial officer, and a chief operations officer, as may be appointed by the board of Directors, with such authority as may be specifically delegated to such officers by the board of Directors. Any two or more offices may be held by the same person.

Officers shall be elected annually at the meeting of the board of Directors held after each annual meeting of shareholders. Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the board of Directors.

Section 4.02 REMOVAL & RESIGNATION. Any officer elected or appointed by the board of Directors may be removed with or without cause by the affirmative vote of the board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the chair, the President, the secretary, or the board.

Section 4.03 POWERS & DUTIES OF OFFICERS. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the board of Directors or by direction of an officer authorized by the board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the board of Directors.

ARTICLE 5 INDEMNIFICATION OF DIRECTORS & OFFICERS

Section 5.01 INDEMNIFICATION OF OFFICERS OR DIRECTORS. The Corporation shall, to the extent permitted by G.L c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a

result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for gross negligence or willful misconduct in the performance of duty.

Section 5.02 NON-EXCLUSIVITY OF INDEMNIFICATION RIGHTS & AUTHORITY TO INSURE. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE 6 SHARE CERTIFICATES & TRANSFERS

Section 6.01 SHARE CERTIFICATES. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to G.L. c. 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i) the chair of the board, if any, a vice chair, if any, the President, or a vice President and (ii) the chief financial officer, an assistant treasurer, the secretary, or any assistant secretary.

Section 6.02 TRANSFER OF SHARES. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or

accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.03 REGISTERED SHAREHOLDERS. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts, or giving proxies with respect to those shares.

Section 6.04 LOST, STOLEN, OR DESTROYED CERTIFICATES. The board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen, or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

ARTICLE 7 CORPORATE RECORDS & INSPECTION

Section 7.01 RECORDS. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, board of Directors, and committees of the board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, board of Directors, and committees of the board of Directors at its principal office, or such other location as shall be designated by the board of Directors from time to time.

Section 7.02 INSPECTION OF BOOKS & RECORDS. The Corporation's accounting books and records and minutes of proceedings of the shareholders, board of Directors, and committees of the board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders, and voting trust certificate holders, in the manner provided by law.

Section 7.03 CERTIFICATION & INSPECTION OF BYLAWS. The Corporation

shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE 8 MISCELLANEOUS

Section 8.01 CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the board of Directors

Section 8.02 FISCAL YEAR. The fiscal year of the Corporation shall commence on June 1 of each year.

Section 8.03 CONFLICT WITH APPLICABLE LAW OR ARTICLES OF INCORPORATION. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of G.L. c. 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.04 INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.05 EMERGENCY MANAGEMENT OF THE CORPORATION. In anticipation of or during an emergency, as defined in G.L. c. 156D, § 3.03(d), the board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting, and designation of additional or substitute Directors; provided that such modifications may not conflict with the Articles of Organization. In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations: (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency. (b) Relocate the principal office, or designate alternative principal offices or regional offices. (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these

Bylaws. (d) Deem that one or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.06 REPORTS. The Corporation shall provide all Shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of Shareholders or 120 days after the close of the fiscal year. Such financial reports shall be prepared and provided to Shareholders upon request in compliance with G.L. c. 156D, § 16.20.

Section 8.07 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.

ARTICLE 9 AMENDMENT OF BYLAWS

Section 9.01 AMENDMENT BY SHAREHOLDERS. Shareholders may adopt, amend or repeal bylaws by the vote or written consent of shareholders holding at least eighty-five percent of the voting power of the Company, except as otherwise provided by law, these Bylaws, or the Articles of Organization.

Section 9.02 AMENDMENT BY DIRECTORS. Subject to the rights of shareholders as provided in Section 9.01, and the statutory limitations of G.L. c. 156D, the board of Directors may adopt, amend, or repeal bylaws.

**CERTIFICATE OF SECRETARY
OF THE GREENHOUSE CANNABIS GROUP, INC.
A MASSACHUSETTS CORPORATION**

The undersigned, Joseph B. Price, Jr., hereby certifies that he is the duly elected and acting Secretary of The GreenHouse Cannabis Group, Inc., a Massachusetts corporation (the "Corporation"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of May 31, 2020, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 31st day of May, 2020.

THE GREENHOUSE CANNABIS GROUP, INC.

By [Signature]
Name Joseph B. Price, Jr.
Title SECRETARY





July, 10th 2020

RE: The GreenHouse Cannabis Group, Inc| Letter of Intent

To Whom It May Concern;

This letter is confirmation that The GreenHouse Cannabis Group, Inc has contacted us, and filled out the necessary applications to obtain General Liability, Property, Products Liability, Auto Liability, & Cargo Insurance for their operation doing business in MA as The Greenhouse Inc. We are currently working with our carrier partners to complete the underwriting process and expect to have a quotation for coverage shortly. Thank you for your time in reviewing this matter.

Please feel free to call me with any questions at (951) 333-5556

Sincerely,

A handwritten signature in black ink, reading "Marshall Nehring". The signature is written in a cursive style and is enclosed within a thin black rectangular border.

Marshall Nehring

Principal – Broker | Newfront Insurance



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A Production of **The GreenHouse** ESTD 2019 Massachusetts, USA [*Krakoan.ttf Font created by Artist Adam Reck]

[The GreenHouse Cannabis Group, Inc.]

[Presents]

[Budtinder]

[By GreenHouse Mobility Solutions]

[MA Recreational Cannabis Courier Delivery Business Plan]

[Updated 12.28.2020]

[Prepared for The Massachusetts Cannabis Control Commission]



[illegible]

The GreenHouse Cannabis Group, Inc. (“GCG, Inc.”) was fully incorporated in May 2020 with the purpose of becoming one of Massachusetts’ premier vertically-integrated Marijuana Establishments (“ME”) providing the highest quality legal recreational cannabis offerings & experiences. As such, GCG, Inc. is dedicated to developing & delivering the most innovative & engaging cannabis products & services to Massachusetts Consumers over the age of 21.

For its maiden voyage in the Massachusetts Legal Recreational Marijuana market, The GreenHouse Cannabis Group, Inc. has received the provisional licensing to become one of the Commonwealth's first Massachusetts Cannabis Delivery-Only licensees. This Massachusetts Cannabis Control Commission approved designation affords The Company an expedited approval process for licensing and a three-year window of exclusivity upon commencing operation. The GreenHouse Cannabis Group, Inc. is pursuing a cannabis delivery-only license to leverage these advantages as well as its President & CEO's extensive background as a seasoned Mobility Startup executive.

Produced and deployed under the d/b/a GreenHouse Mobility Solutions, Budtinder will be the Company's on-demand reservation platform connecting Consumers with the delivery services necessary to purchase & receive desired cannabis & cannabis-infused products from local Massachusetts dispensaries. The Budtinder platform will be connecting & facilitating interactions between the following groups:

- Massachusetts Cannabis Consumers
- Massachusetts Recreational Dispensaries
- GreenHouse Mobility Solutions Delivery Specialists
- GreenHouse Mobility Solutions Operations Team

GreenHouse Mobility Solutions will operate in the following Massachusetts markets:

- Greater Boston
- Worcester
- Springfield
- Greenfield
- Pittsfield

All GreenHouse Mobility Solutions delivery services will be compliant with the guidelines and regulations set forth by the Massachusetts Cannabis Control Commission. The mission of The GreenHouse Cannabis Group, Inc. is simple:

- Stimulate & delight the imagination & senses of the Massachusetts Cannabis Consumer Community.
- Enjoy a mutually beneficial & productive relationship with Massachusetts Legislative & Community Leaders.
- Define itself as an originator of novel legal Marijuana Market Concepts & Best Practices.

Budtinder is the first step in an exciting new future. The GreenHouse Cannabis Group, Inc. has finally landed.

Prepare to be astonished.



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Structure

The GreenHouse Cannabis Group, Inc. is a registered domestic Massachusetts C-Corporation which is in the process of applying for a Certificate of Registration from The Massachusetts Cannabis Control Commission in order to operate a Courier Delivery (Delivery-Only) Marijuana Establishment in The Commonwealth.

Operations

GCG, Inc. is applying for the following Adult-Use license:

- Marijuana Courier Delivery License (41 East Main Street, Unit A Millers Falls, MA 01349)

*This location is a leased premise.

The Millers Falls location is the first location to be operated by The GreenHouse Cannabis Group, Inc., and serves as the GreenHouse Mobility Solutions operational headquarters. As a technology company servicing the Massachusetts legal marijuana industry, this location will house all Technology, Business Development/Operations, & Marketing personnel. No marijuana or marijuana-infused products will be onsite.

Stage of Development

GCG, Inc. has secured a Host Community Agreement with the Town of Montague on December 7, 2020 and is currently in the process of developing the Budtinder delivery platform, as well as the best practices & controls for system oversight, personnel management, payment processing, & order fulfillment. GCG, Inc. will conduct monthly, quarterly, and annual audits of the system to ensure process & system integrity in accordance with the guidance and regulations of 935 CMR 500 as set forth by the Massachusetts Cannabis Control Commission.

GCG, Inc. is also finalizing development of a standard delivery agreement to operate as a contract between GCG, Inc./Budtinder.io and licensed Marijuana Retailers and/or Marijuana Establishments with a Delivery Endorsement for the purpose of delivering marijuana products to consumers 21 and over. This contract will be developed and executed in a manner and form to be approved by The Commission.

Prior to commencing operations, GCG, Inc. shall comply with all operational requirements imposed by:

- 935 CMR 500.105;
- 935 CMR 500.110(8); and
- 935 CMR 500.145.

GCG, Inc. deliveries shall be geographically limited to:

- The municipality identified as the Marijuana Establishment License's place of business;
- Any municipality which allows for retail within its borders whether one is operational; or
- Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.



Product Description

Budtinder will deliver a complete & seamless user experience to bring the fruits of Massachusetts' recreational marijuana dispensaries to the front doors of consumers over 21. In order to provide this peerless experience, Budtinder.io will effortlessly connect the constituents of the delivery process via its various modules and features, including but not limited to:

****Consumer Portal***

- *Sign Up & Account Registration*
- *Pre-Verification & Check-In*
- *Browse by Category, Product, or Dispensary*
- *Cashless Payment Processing*

****Dispensary Portal***

- *Sign Up & Account Registration*
- *Inventory Management*
- *Order Fulfilment & Management*
- *Dashboard & Reporting*

****Driver Portal***

- *Agent Registration*
- *Vehicle Check Out/Check In*
- *Order Management*
- *Revenue Tracking*

Budtinder will track all cannabis & cannabis products for delivery by integrating with the seed-to-sale methodologies currently employed at MA marijuana establishments.

The Budtinder platform will be structured to delineated individual orders as to not exceed the individual possession amount limits as set forth by The Commission.

GCG, Inc. will contract with Amazon Web Services (AWS) as a Third-party Technology provider to host its proprietary Budtinder platform.

Compliance

All registered agents delivering on behalf of GCG, Inc. via the Budtinder platform will be wearing a Commission-approved body camera, and will supply GCG, Inc. with the footage and data for storage. The GreenHouse Cannabis Group, Inc. has a record keeping policy, and will continue to store & maintain all records - including delivery driver data – required in any section of 935 CMR 500. These records shall be maintained in accordance with generally accepted accounting principles & Commission regulations, available for inspection upon Commission request for up to 30 days.

GCG, Inc. will maintain video from body cameras confidentially and protected from disclosure to the full extent allowed by law. The GreenHouse Cannabis Group, Inc. will implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including



but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth, and the Fair Information Practices Act, M.G.L. c. 66A.

All vehicles used in the transportation & delivery of marijuana by GCG, Inc. via the Budtinder platform will be operated in compliance with the stipulations of 935 CMR 500.110 for the delivery & transportation of marijuana, including but not limited to:

- Properly registered, inspected, & insured by The Commonwealth.
- Equipped with a Commission-approved security system with exterior alarm.
- Equipped with a means of secure communication between each vehicle and GCG, Inc.
- Equipped with a global positioning monitoring system (GPS), with routine location checks at intervals no greater than every 30 minutes.
- Equipped with functioning air-conditioning for marijuana transportation.
- Equipped with a locked storage compartment for marijuana transportation.
- Always equipped with a video system in the storage area to remain operational, capable of producing a still color photo whether live or recorded with embedded date and time stamp.

All Marijuana Establishment Agents acting as delivery employees of GCG, Inc. will attend & successfully complete Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which shall include, but may not be limited to, training on:

- Safely conducting deliveries.
- Safe cash handling practices.
- Strategies for de-escalating potentially dangerous situations.
- Collecting and communicating information to assist in investigations.
- Procedures for checking identification.
- Indications of impairment.
- Notification to Consumers of use of mandatory recording devices.
- Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

GCG, Inc. will deliver Marijuana or Marijuana Products only to the Residence address provided. GCG, Inc. shall be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.

GCG, Inc. will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

Vehicles used for home delivery by GCG, Inc. shall be owned or leased by GCG, Inc., shall be properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts, with liability insurance in an amount not less than \$1,000,000 combined single limit.

GCG, Inc. vehicles shall have no external markings, words or symbols that indicate the vehicle is being used for home delivery of Marijuana or Marijuana Products.



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Industry Analysis

The Massachusetts Legal Marijuana industry is rapidly growing to be one of the most dynamic & varied in the nation. As of June 2020, there were over 5,000 applications at various stages of approval seeking licensing:

- Incomplete – 4,311
- Withdrawn – 514
- Denied – 4
- Pending – 394
- Approved – 382

Of the 382 Approved applications, the distribution amongst license types is as follows:

- Cultivator – 118
- Product Manufacturer – 95
- Retailer – 115
- Other – 18

And in terms of Approved applications by stage, this is the breakdown:

- Provisionally Approved (Need to Submit License Payments) – 61
- Provisional License Granted – 184
- Final License Granted – 32
- Approval to Commence Operations – 105

These numbers – all these numbers – grow by the hour.

Customer Analysis

According to the report “The Road Map to a \$57 Billion Worldwide Market,” the overall cannabis market for legal adult use & medical sales in North America will reach \$24.5 Billion by 2021, with a CAGR of almost 28%.

From November 20th, 2018 to January 20th, 2019 MA consumers spent nearly \$24 Million on recreational marijuana in the Commonwealth. The CCC would later report in February 2020 that MA consumers spent \$393.7 Million on recreational marijuana products as the number of retailers grew from 2 to 33. The haul represents well over \$1 Million per day in adult-use marijuana sales. A market projected to exceed \$1 Billion per year by 2024.

Competitors

There are currently no licensed delivery-only businesses operating in Massachusetts.

Competitive Advantage

Joseph Price, President & CEO has spent the last 12 years in Massachusetts' & California's innovation economies & startup ecosystems as a builder of mobility companies bringing next-gen, on-demand reservation platforms to market. He was made for this opportunity. He & his team of seasoned mobility startup pros are the competitive advantage.



[illegible]

Growth Strategy

In keeping with the strategic direction of the Budtinder business plan, there are four primary goals for Year 1:

1. Revenue Generation
2. Client Dispensary Acquisition
3. Delivery Facilitation
4. End User/Consumer Growth & Expansion

The shortest route between two points is a straight line. CGC, Inc. will grow the Budtinder platform through direct relationships & partnerships with the growing list of Massachusetts dispensaries. Once the Budtinder platform has established a footprint amongst Massachusetts' Covid-19 stricken dispensaries, it will amplify its reach by adding to its proprietary fleet of delivery vehicles & delivery specialists.

Marketing Communications

GCG, Inc. plans on engaging in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of cannabis or cannabis use in individuals younger than 21 years old.

Any such marketing, advertising & branding created for viewing by the public shall include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement & shall include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

Additionally, GCG, Inc. will communicate with its audience via existing social media accounts, and its website.

Pricing Strategy

The cornerstone of GCG, Inc.'s pricing strategy will be establishing & maintaining a consistent fee structure across all MA retail dispensaries & marketing an easy-to-use pricing structure for the cannabis consumers utilizing the Budtinder.io delivery platform.

For retail dispensaries, GCG, Inc. will charge a standard commission percentage on each order, as well as a processing fee charge to cover the cost of payment processing for each transaction.

For end user consumers, a delivery charge will be applied to each order. Delivery charges will be made up of 5 transparent & uniform charges:

- Order Pickup
- Order Drop-Off
- Rate Per Minute
- Rate Per Mile
- Safety Guarantee

An estimate of the delivery charge will be provided upon order. Final charge & tip will be determined upon arrival.



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Pro Forma Income Statement

GREENHOUSE MOBILITY SOLUTIONS INC. INCOME STATEMENT						
Last Updated: 08/31/2020						
Month	Year 1	Year 2	Year 3	Year 4	Year 5	
	Totals	Totals	Totals	Totals	Totals	
Gross Receipts:						
Courier - Dispensary Commission Fees	\$ -	\$ 131,692	\$ 375,243	\$ 667,029	\$ 1,008,766	
Courier - Dispensary Processing Fees	\$ -	\$ 53,555	\$ 152,599	\$ 271,259	\$ 410,231	
Courier - Driver Delivery Fee Split	\$ -	\$ 178,223	\$ 323,020	\$ 605,663	\$ 969,060	
Courier - Safety Guarantee Fee	\$ -	\$ 19,510	\$ 57,760	\$ 108,299	\$ 173,279	
Retailer - oz. Flower	\$ -	\$ 389,330	\$ 875,993	\$ 1,133,638	\$ 1,374,107	
Retailer - 1/2 oz. Flower	\$ -	\$ 540,736	\$ 1,216,657	\$ 1,574,497	\$ 1,908,481	
Retailer - 1/4 oz. Flower	\$ -	\$ 648,838	\$ 1,459,885	\$ 1,889,263	\$ 2,290,016	
Retailer - 1/8 oz. Flower	\$ -	\$ 216,524	\$ 487,178	\$ 630,466	\$ 764,201	
Retailer - gm. Flower	\$ -	\$ 246,976	\$ 555,696	\$ 719,136	\$ 871,680	
Retailer - Preroll	\$ -	\$ 194,494	\$ 437,611	\$ 566,320	\$ 686,448	
Retailer - Driver Delivery Fee Split	\$ -	\$ 66,726	\$ 150,133	\$ 194,290	\$ 235,503	
Retailer - Safety Guarantee Fee	\$ -	\$ 20,419	\$ 45,942	\$ 59,454	\$ 72,066	
Revenue Total	\$ -	\$ 2,707,021	\$ 6,137,717	\$ 8,419,314	\$ 10,763,838	
COGS:	Totals	Totals	Totals	Totals	Totals	
Personnel Costs						
Delivery Staff Pay	\$ 2,999	\$ 447,214	\$ 637,651	\$ 789,751	\$ 1,021,974	
Product Development Costs						
MA CCC Registration Card Holder Fee	\$ -	\$ 16,250	\$ 24,000	\$ 30,000	\$ 1,600	
MA CCC Criminal Background Check Fee	\$ -	\$ 8,125	\$ 12,000	\$ 15,000	\$ 80,000	
Budtinder.io Platform Development	\$ 25,000	\$ -	\$ -	\$ -	\$ -	
Budtinder.io Platform Support	\$ 200	\$ 2,400	\$ 3,600	\$ 4,800	\$ 6,000	
Budtinder.io Domain	\$ -	\$ 60	\$ 60	\$ 60	\$ 60	
Budtinder.io Email	\$ -	\$ 72	\$ 72	\$ 72	\$ 72	
Budtinder.io Web Hosting (AWS)	\$ 450	\$ 30,600	\$ 100,500	\$ 153,600	\$ 180,000	
Delivery Retailer Cannabis Obtained	\$ -	\$ 1,190,116	\$ 2,677,760	\$ 3,465,337	\$ 4,200,408	
Dispensary Processing Fee	\$ -	\$ 53,555	\$ 152,599	\$ 271,259	\$ 410,231	
COGS Total	\$ 28,649	\$ 1,748,391	\$ 3,608,242	\$ 4,729,878	\$ 5,900,345	
Gross Profit:	Totals	Totals	Totals	Totals	Totals	
Gross Profit Total	\$ (28,649)	\$ 958,630	\$ 2,529,475	\$ 3,689,436	\$ 4,863,493	
Operating Expenses:	Totals	Totals	Totals	Totals	Totals	
General & Administrative (G&A) Expense	\$ 15,816	\$ 99,766	\$ 157,215	\$ 181,743	\$ 345,902	
Research & Development (R&D) Expense	\$ -	\$ 30,638	\$ 72,690	\$ 132,180	\$ 204,907	
Sales & Marketing (S&M) Expense	\$ -	\$ 19,149	\$ 45,431	\$ 82,612	\$ 179,294	
Operating Expenses Total	\$ 15,816	\$ 149,554	\$ 275,335	\$ 396,536	\$ 730,103	
EBITDA:	Totals	Totals	Totals	Totals	Totals	
EBITDA Total	\$ (44,464)	\$ 809,077	\$ 2,254,140	\$ 3,292,900	\$ 4,133,390	
Depreciation & Amortization:	Totals	Totals	Totals	Totals	Totals	
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	
Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	
D&A Total	\$ -	\$ -	\$ -	\$ -	\$ -	
EB Int/Taxes:	Totals	Totals	Totals	Totals	Totals	
EB Int/Taxes Total	\$ (44,464)	\$ 809,077	\$ 2,254,140	\$ 3,292,900	\$ 4,133,390	
Interest & Writedowns:	Totals	Totals	Totals	Totals	Totals	
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	
Writedown	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest & Writedowns Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Income Before Taxes:	Totals	Totals	Totals	Totals	Totals	
Net Income Before Taxes Total	\$ (44,464)	\$ 809,077	\$ 2,254,140	\$ 3,292,900	\$ 4,133,390	
Taxes:	Totals	Totals	Totals	Totals	Totals	
Taxes	\$ -	\$ 169,906	\$ 473,369	\$ 691,509	\$ 868,012	
Taxes Total	\$ -	\$ 169,906	\$ 473,369	\$ 691,509	\$ 868,012	
Net Income:	Totals	Totals	Totals	Totals	Totals	
Net Income Total	\$ (44,464)	\$ 639,171	\$ 1,780,770	\$ 2,601,391	\$ 3,265,378	
Dividend:	Totals	Totals	Totals	Totals	Totals	
Dividend	\$ -	\$ 63,917	\$ 178,077	\$ 260,139	\$ 326,538	
Dividend	\$ -	\$ 63,917	\$ 178,077	\$ 260,139	\$ 326,538	
Total Income	\$ (44,464)	\$ 575,253	\$ 1,602,693	\$ 2,341,252	\$ 2,938,844	



Pro Forma Balance Sheet

GREENHOUSE MOBILITY SOLUTIONS INC. BALANCE SHEET					
Last Updated: 10/02/2020					
Year	1	2	3	4	5
ASSETS					
Current Assets:	Totals	Totals	Totals	Totals	Totals
Cash and Cash Equivalents	\$ (33,348)	\$ 402,677	\$ 1,121,885	\$ 1,638,877	\$ 2,122,496
Accounts Receivable	\$ (11,116)	\$ 143,813	\$ 400,673	\$ 585,313	\$ 816,345
Marketable Securities	\$ -	\$ 28,763	\$ 80,135	\$ 117,063	\$ 326,538
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -
Current Assets Total	\$ (44,464)	\$ 575,253	\$ 1,602,693	\$ 2,341,252	\$ 3,265,378
Long Term Assets:	Totals	Totals	Totals	Totals	Totals
Property, Plants & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fixed Assets:	Totals	Totals	Totals	Totals	Totals
Goodwill	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased Intangible Assets	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed & Long Term Assets Total	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets:	Totals	Totals	Totals	Totals	Totals
Total Assets	\$ (44,464)	\$ 575,253	\$ 1,602,693	\$ 2,341,252	\$ 3,265,378
LIABILITIES & EQUITY					
Current Liabilities:	Totals	Totals	Totals	Totals	Totals
Accounts Payable	\$ 28,649	\$ 1,767,540	\$ 3,653,673	\$ 4,812,491	\$ 6,028,412
Accrued Expenses	\$ 15,816	\$ 380,405	\$ 729,904	\$ 1,313,923	\$ 1,473,969
Other Current Liabilities	\$ -	\$ -	\$ -	\$ -	\$ 179,294
Current Liabilities Total	\$ 44,464	\$ 2,147,944	\$ 4,383,577	\$ 6,126,414	\$ 7,681,675
Long Term Liabilities:	Totals	Totals	Totals	Totals	Totals
Long Term Debt	\$ -	\$ 125,000	\$ 95,000	\$ 65,000	\$ 35,000
Long Term Liabilities Total	\$ -	\$ 125,000	\$ 95,000	\$ 65,000	\$ 35,000
Total Liabilities:	Totals	Totals	Totals	Totals	Totals
Total Liabilities	\$ 44,464	\$ 2,272,944	\$ 4,478,577	\$ 6,191,414	\$ 7,716,675
Stockholder Equity:	Totals	Totals	Totals	Totals	Totals
Equity Capital	\$ 50,000	\$ 250,000	\$ 250,000	\$ 500,000	\$ 500,000
Retained Earnings	\$ (138,929)	\$ (1,947,691)	\$ (3,125,884)	\$ (4,350,162)	\$ (4,951,297)
Stockholder Equity Total	\$ (88,929)	\$ (1,697,691)	\$ (2,875,884)	\$ (3,850,162)	\$ (4,451,297)
Total Stockholder Equity:	Totals	Totals	Totals	Totals	Totals
Total Stockholder Equity	\$ (88,929)	\$ (1,697,691)	\$ (2,875,884)	\$ (3,850,162)	\$ (4,451,297)
Total Liabilities & Stockholder Equity:	Totals	Totals	Totals	Totals	Totals
Liabilities & Equity Total	\$ (44,464)	\$ 575,253	\$ 1,602,693	\$ 2,341,252	\$ 3,265,378



Pro Forma Cash Flow Statement

GREENHOUSE MOBILITY SOLUTIONS INC. CASH FLOW STATEMENT					
Last Updated: 10/02/2020					
Year	1	2	3	4	5
CASH FLOW					
Cash Flow From Operations:	Totals	Totals	Totals	Totals	Totals
Net Income	\$ (44,464)	\$ 575,253	\$ 1,602,693	\$ 2,341,252	\$ 2,938,840
Adjustments to Net Income:					
Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -
Stock Compensation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Changes in Assets/Liabilities:					
Accounts Receivable	\$ -	\$ (143,813)	\$ (400,673)	\$ (585,313)	\$ (816,345)
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets	\$ -	\$ (28,763)	\$ (80,135)	\$ (117,063)	\$ (326,538)
Accounts Payable	\$ 28,649	\$ 1,767,540	\$ 3,653,673	\$ 4,812,491	\$ 6,028,412
Accrued Expenses	\$ 15,816	\$ 380,405	\$ 729,904	\$ 1,313,923	\$ 1,473,969
Other Liabilities	\$ -	\$ -	\$ -	\$ -	\$ 179,294
Cash Generated By Operating Activities	\$ -	\$ 2,550,622	\$ 5,505,462	\$ 7,765,291	\$ 9,477,633
Cash Flow From Investments:	Totals	Totals	Totals	Totals	Totals
Investment in PP&E	\$ -	\$ -	\$ -	\$ -	\$ -
Proceeds from Sale of PP&E	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases of Securities/Investments	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Securities/Investments	\$ -	\$ -	\$ -	\$ -	\$ -
Businesses Acquired	\$ -	\$ -	\$ -	\$ -	\$ -
Businesses Divested	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Generated By Investments	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Flow From Financing:	Totals	Totals	Totals	Totals	Totals
Issuance (Repayment) Short-Term Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Issuance (Repayment) Long-Term Debt	\$ -	\$ 125,000	\$ (30,000)	\$ (30,000)	\$ (30,000)
Issuance of Common Stock	\$ 50,000	\$ 250,000	\$ 250,000	\$ 500,000	\$ 500,000
Repurchase of Common Stock	\$ -	\$ -	\$ -	\$ -	\$ -
Dividends	\$ -	\$ (63,917)	\$ (178,077)	\$ (260,139)	\$ (326,538)
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Generated By Financing	\$ 50,000	\$ 311,083	\$ 41,923	\$ 209,861	\$ 143,462
Total Cash Flow:	Total	Total	Total	Total	Total
Total Cash Flow	\$ 50,000	\$ 2,861,705	\$ 5,547,385	\$ 7,975,151	\$ 9,621,095
CASH BALANCES					
Beginning Cash Balance:	Total	Total	Total	Total	Total
Beginning Cash Balance	\$ -	\$ 50,000	\$ 2,861,705	\$ 5,547,385	\$ 7,975,151
Ending Cash Balance:	Total	Total	Total	Total	Total
Ending Cash Balance	\$ 50,000	\$ 2,861,705	\$ 5,547,385	\$ 7,975,151	\$ 9,621,095



Pro Forma Margins & Ratios

GREENHOUSE MOBILITY SOLUTIONS INC. MARGINS & RATIOS					
Last Updated: 08/26/2020					
Year	2	3	4	5	5 Year Average
MARGINS					
Margins:	Totals	Totals	Totals	Totals	Totals
EBITDA % of Revenue	29.89%	36.73%	39.11%	38.40%	36.03%
Sales & Marketing % of Revenue	0.71%	0.74%	0.98%	1.67%	1.02%
Research & Development % of Revenue	1.13%	1.18%	1.57%	1.90%	1.45%
General & Administration % of Revenue	3.69%	2.56%	2.16%	3.21%	2.90%
CAPEX % of Revenue	0.00%	0.00%	0.00%	0.00%	0.00%
D&A % of Revenue	0.00%	0.00%	0.00%	0.00%	0.00%
PF EBT:	Totals	Totals	Totals	Totals	Totals
Tax % of Revenue	6.28%	7.71%	8.21%	8.06%	7.57%
Net Income % of Revenue	23.61%	29.01%	30.90%	30.34%	28.46%
RATIOS					
Liquidity Ratios:	Totals	Totals	Totals	Totals	Totals
Current Ratio	0.27	0.37	0.38	0.43	0.36
Quick Ratio	0.27	0.37	0.38	0.43	0.36
Working Capital Ratios:	Totals	Totals	Totals	Totals	Totals
Days Sales Outstanding	19.39	23.83	25.37	27.68	24.07
Inventory Turnover Ratio	N/A	N/A	N/A	N/A	N/A
Profitability Ratios:	Totals	Totals	Totals	Totals	Totals
Return on Assets	111.1%	140.6%	140.6%	126.6%	129.7%
Return on Equity	-37.6%	-61.9%	-67.6%	-73.4%	-60.1%
Return on Sales	23.6%	29.0%	30.9%	30.3%	28.5%
Leverage Ratio:	Totals	Totals	Totals	Totals	Totals
Debt to Equity Ratio	-1.34	-1.56	-1.61	-1.73	-1.56



Pro Forma Taxes Flow Statement

GREENHOUSE MOBILITY SOLUTIONS INC. TAXES FLOW STATEMENT					
Last Updated: 08/20/2020					
Year	1	2	3	4	5
TAXES FLOW					
Taxes:	Totals	Totals	Totals	Totals	Totals
Corporate Tax	\$ -	\$ 169,906	\$ 473,369	\$ 691,509	\$ 868,012
State Tax	\$ -	\$ 109,743	\$ 312,714	\$ 555,879	\$ 840,672
Local Tax	\$ -	\$ 52,677	\$ 150,103	\$ 266,822	\$ 403,522
Excise Tax	\$ -	\$ 351,177	\$ 1,000,684	\$ 1,778,813	\$ 2,690,150
Taxes Generated	\$ -	\$ 683,503	\$ 1,936,869	\$ 3,293,023	\$ 4,802,356
Donations:	Totals	Totals	Totals	Totals	Totals
Community Programs	\$ -	\$ 28,763	\$ 80,135	\$ 117,063	\$ 146,942
Donations Generated	\$ -	\$ 28,763	\$ 80,135	\$ 117,063	\$ 146,942
Total Taxes Flow:	Total	Total	Total	Total	Total
Total Taxes Flow	\$ -	\$ 712,266	\$ 2,017,004	\$ 3,410,085	\$ 4,949,298

Financial Assumptions

The financials presented in our Pro Forma Income Statement, Balance Sheet, Cash Flow & Tax Flow Statements are based off a couple of key assumptions:

- Continued expansion of the Massachusetts legal adult-use retail market
- Two-year window of exclusivity due to Social Equity Participant status
- Average Transaction amount starts at \$45 in Year 1, with downward pressure on pricing, \$38 in Year 5

Overhead, expenses & all operational costs were determined by an assessment of other on-demand delivery services as well as knowledge & experience based in building similar mobility business models.

Critical Risks

As with any maiden voyage, there are several risks which could alter the trajectory of this most promising venture, including but not limited to:

- Failure to Execute During Launch Period
- General Operational Risks (Staff, Vehicles, Equipment)
- Inaccurate Financial or Operational Assumptions
- Dependence of The Expertise of Key Personnel
- Service & Technology Factors
- Proprietary, Trade Secret, or Intellectual Property Theft
- Service Liability

GCG, Inc. will stay ever vigilant, and ensure that this venture – this adventure – is a successful one.





Joseph B. Price, Jr.

President & CEO of The GreenHouse Cannabis Group, Inc.



Jessen Jean Baptiste

COO & Director of The GreenHouse Cannabis Group, Inc.

Board of Advisors

The GreenHouse Cannabis Group leadership team is being advised by executives & close associates from some of the World's Largest Entertainment & Consumer Technology Companies, such as Apple, Disney, Nokia, Polaroid, & Samsung, as well as World-Renown Consultancies like Cognizant, Willis Towers Watson, & The Clinton Foundation.

Personnel & Team Members

The GreenHouse Cannabis Group, Inc. is dedicated to sourcing its talent from the communities & municipalities most affected in The War on Drugs. Members from under-resourced & under-served communities will always find gainful employment with The GreenHouse Cannabis Group, Inc.



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General Liability

The GreenHouse Cannabis Group, Inc. has obtained general liability insurance through Newfront Insurance. Newfront is an A (Excellent) rated company with A.M. Best Rating Company. GCG, Inc. purchased coverage at the \$2,000,000 liability limit in both the occurrence & aggregate. The policy was written on an occurrence form and for a one-year term. A deductible of \$2,500 per claim applied.

Professional Liability

The GreenHouse Cannabis Group, Inc. obtained professional liability insurance with Newfront Insurance. Newfront is an A (Excellent) rated carrier with A.M. Best Rating Company. GCG, Inc. purchased coverage at the \$2,000,000 liability limit both in the occurrence & aggregate. The policy was written on an occurrence form and for a one-year term.

Business Interruption

The GreenHouse Cannabis Group, Inc. obtained business interruption insurance with Newfront Insurance. Newfront is an A (Excellent) rated carrier with A.M. Best Rating Company. The coverage was written on a special form and included coverage for equipment breakdown as well as extra expense. GCG, Inc. will carry a \$10,000 deductible per occurrence. The limit of coverage is between \$5M and \$10M.

Commercial Vehicle Insurance

The GreenHouse Cannabis Group, Inc. will obtain commercial vehicle insurance through the CannGen cannabis program and will be written with Prudential Insurance. Prudential is an A (Excellent) rated carrier with A.M. Best Rating Company. GCG, Inc. will be purchasing coverage at the \$1,000,000 liability limit in both the occurrence & aggregate. The policy will be written on an occurrence form and be written for a one-year term. A deductible of \$2,500 per claim will apply.

If at some point in the future, we are unable to obtain and/or maintain insurance that follows 935 CMR 500.105(10)(a), The GreenHouse Cannabis Group, Inc. will move \$250,000 or such other amount approved by the Commission, into escrow, to be expended for coverage of liabilities.

This escrow account would be replenished within ten business days of any expenditure. GCG, Inc. will have enough capital on hand to do this if necessary.



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These are GCG, Inc.'s non-laboratory quality control procedures for delivery of marijuana and/or marijuana products in accordance with the guidance & ordinance of the Cannabis Control Commission. For home delivery, each order must be packaged & labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by GCG, Inc. to the Consumer.

All GCG, Inc. agents whose jobs include contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000.

Per 935 CMR 500.105(3), any agent working in direct contact with marijuana will conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; &
- Washing hands appropriately.

Packaging Verification

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. 935 CMR 500.140(9) Registered delivery agents will verify the packaging of all marijuana and/or marijuana products meet the packaging requirements as set forth by Cannabis Control Commission regulations & standards.

Label Verification

Registered delivery agents will verify the labelling of all marijuana and/or marijuana products meet the packaging requirements as set forth by Cannabis Control Commission regulations & standards.

***Any orders for home delivery that do not meet the requirements for packaging or labeling as set forth in the Cannabis Control Commission will be returned to the licensed Marijuana Retailer of origin.

General Protocols

In accordance with 935 CMR 500.105(3), GCG, Inc. will provide adequate space for placement of equipment & storage of materials as is necessary for the maintenance of sanitary operations.

Litter & waste will be properly removed to minimize the development of odor & the potential for the waste attracting & harboring pests, per 935 CMR 500.105(12).

Pursuant to 935 CMR 500.105(3), all contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, and all toxic items shall be identified, held, & stored in a manner that protects against contamination of marijuana.

Storage & transportation of finished products will be under conditions that will protect them against physical, chemical, & microbial contamination, per 935 CMR 500.105(3).

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory, per 935 CMR 500.140(9)



☪️🌿🌱🌾🌻🌷🌸 [Personnel Policies]

The GreenHouse Cannabis Group, Inc. ("GCG, Inc.") will institute & maintain the following personnel policies:

The GreenHouse Cannabis Group, Inc. is currently completing the publication of a 40+ page employee handbook which outlines GCG, Inc.'s personnel policies. GCG, Inc. will ensure that all policies are compliant with both 105 CMR 725.000 & 935 CMR 500.000. All GCG, Inc. employees will receive & confirm receipt of this handbook.

GCG, Inc. will develop & publish a staffing plan & records in compliance with 935 CMR 500.105(9) which will include but is not limited to:

- Alcohol, smoke, and drug-free workplace policies,
- A plan describing how confidential information will be maintained, &
- A policy for the immediate dismissal of any GCG, Inc. agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

GCG, Inc. will register all board members, directors, employees, executives, & managers, & maintain their registration in accordance with 935 CMR 500.030, which will include submitting to the Commission a Criminal Offender Record Information (CORI) report & any other background check information required by the Commission for each individual for whom GCG, Inc. seeks a marijuana establishment agent registration, obtained within 30 days prior to submission. No individuals will be registered as agents that are unsuitable as defined in 935. CMR 500.800.

GCG, Inc. will spend a minimum of 40 hours training all employees & have yearly ongoing training of at least 8 hours per year. Training will be focused on the roles, responsibilities, & career path of the job function of each agent, & at a minimum will include a Responsible Vendor Program under 935 CMR 500.105(2)(b).

All GCG, Inc. training will be documented, & signed off on by the employee & their manager. GCG, Inc. personnel records will be kept in compliance with 935 CMR 500.105(9)(d). Every agent has their own "Employee Record."

All GCG, Inc. employees are eligible for health insurance and dental insurance after 30 days of employment.

All GCG, Inc. agents must be at least 21 years of age.

All GCG, Inc. agents must always carry his or her registration card while in possession of marijuana, including always while at a Marijuana Establishment or while transporting/delivering marijuana. This is part of the initial training. All GCG, Inc. agents will be provided lanyards to hold their registration card.

Any violation of GCG, Inc. Operating Standards & Procedures is considered an action that requires formal and documented discipline.

- All discipline is recorded in the "Employee Record" folder
- Any agent who must be disciplined twice for the same violation is terminated
- Any agent attempting to divert cannabis is immediately terminated and reported to the CCC and local authorities

GCG, Inc. will follow all required laws and regulations in respect to our Human Resources policies.



[illegible]

The GreenHouse Cannabis Group, Inc. will institute & maintain the following record keeping processes & procedures in accordance with 935 CMR 500.105(9) & all other applicable regulations:

- All records will be available for the Commission to inspect upon request, at any time.
- All records are stored indefinitely besides video surveillance (stored 90 days unless there is an ongoing investigation).
- Financial records of any GCG, Inc. Marijuana Establishments shall be maintained in accordance with generally accepted accounting principles.
- Personnel records will be kept in compliance with 935 CMR 500.105(9)(d). Every GCG, Inc. registered agent has their own "Associate/Employee Record".
- GCG, Inc.'s agents are assigned permission, based on job role, to access and modify certain parts of the Budtinder delivery system. All actions performed by these agents will be recorded in the system.
- All GCG, Inc. delivery/transaction records will be stored in both in the Budtinder delivery system & backup storage drives.
- The GreenHouse Mobility Solutions General Manager is responsible for ensuring that all record keeping procedures are followed.
- Should The GreenHouse Cannabis Group, Inc. stop operations for whatever reason, GCG, Inc. would store its records for at least two years, at the GCG, Inc. expense, at a location of the Commission's choosing

CORI background check records will be maintained as follows:

- Given the sensitive nature of these files, CORI files will be maintained separately from the rest of the personnel files. They will be maintained in a separate, locked, filing cabinet.
- Access to these files will be limited to registered agents with the appropriate responsibility & approval to do so.
- CORI files will not be stored electronically on any GCG, Inc. server or external drive (as all CORI files will already be stored on Creative Services, Inc.'s secure server).
- The GreenHouse Cannabis Group, Inc. will retain CORI records for a period of 7 years after employment and/or volunteer service.
- Should GCG, Inc. dispose of CORI records, it will dispose of them by manually shredding the records.

GCG, Inc. shall maintain a separate log for each vehicle in use for home deliveries. For each delivery, GCG, Inc. shall record:

- The mileage of the transporting vehicle at departure from the Marijuana Establishment mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment;
- The location of the originating Marijuana Establishment and date and time the vehicle leaves the location;
- The date & time of departure from the Marijuana Establishment & arrival at each
- Consumer destination for each delivery; &
- An entry indicating the date & time of the last delivery in an order.

Every home delivery shall have a manifest produced by the originating Marijuana Establishment & provided to GCG, Inc. A manifest shall be completed in duplicate, with the original manifest remaining with the originating Marijuana Retailer, & a copy to be kept with GCG during the delivery. The manifest shall be signed by the



Consumer receiving the Marijuana or Marijuana Products & the Marijuana Establishment Agent acting on behalf of GCG, Inc. A signed manifest shall serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

- The originating Marijuana Retailer name, address, & License number;
- The name & License number of GCG, Inc. performing the home delivery;
- The names & GCG Agent numbers of the GCG Agents performing the delivery;
- The Consumer's name & address;
- A description of the Marijuana or Marijuana Products being transported, including the weight & form or type of product;
- Signature lines for the agents who transported the Marijuana or Marijuana Products;
- The Courier Delivery Licensee (GCG, Inc.)
- Delivery vehicle make, model, & license plate number.

The manifest shall be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.

GCG, Inc. will retain all transportation manifests for no less than one year & make them available to the Commission on request.

Per 935 CMR 500.105(12), GCG, Inc. will keep these waste records for at least three years.

Written operating procedures will be maintained as required by 935 CMR 500.105(1).

Inventory records will be maintained as required by 935 CMR 500.105(8).

Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e).

Per 935 CMR 500.105(9), the following GCG, Inc. personnel records will be maintained:

- Job descriptions for each agent;
- A personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; &
- All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9).

Per 935 CMR 500.105(9), the following GCG, Inc. business records will be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; &
- Salary and wages paid to each employee.



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The GreenHouse Cannabis Group, Inc. ("GCG, Inc.") has instituted & will maintain the following financial record keeping processes & procedures:

- All records will be available for inspection from The Cannabis Control Commission upon request, at any time.
- All financial/sales records will be stored indefinitely.
- GCG, Inc.'s CPA firm will be responsible for tax filings. GCG, Inc. will maintain all materials for tax preparation, filing, & all records of the filings.
- GCG, Inc.'s CFO & Accounting Manager will have responsibility over the maintenance of The GreenHouse Cannabis Group, Inc.'s financial records, including records detailed in 935 CMR 500.105(9)(e).
- During the license renewal process, The GreenHouse Cannabis Group, Inc. will honor 935 CMR 500.103(4)(d) & will provide the Cannabis Control Commission with a report detailing the financial benefits conferred upon Somerville or any other municipality as a result of GCG, Inc.'s host community agreement(s)
- All GCG, Inc. delivery records will be stored electronically within its Budtinder platform, a system that will be approved by The Commission & backed up on external drives for disaster recovery purposes. All transaction records will be maintained per 935 CMR 500.140(6).

Per 935 CMR 500.105(9), the following GCG, Inc. business records will be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; &
- Salary and wages paid to each employee.



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The President & CEO of The GreenHouse Cannabis Group, Inc. has hired & trained award-winning individuals in the disciplines of sales, marketing, customer success, & start-up operations over the past 20 years. With the launch of GCG, Inc.'s Budtinder platform, Mr. Price will bring the same talent acquisition, continuing education, & leadership development that have made his previous teams successful.

The GCG, Inc. team will look for the following qualifications in its prospective hires, & train all new registered agents in line with the following requirements:

Qualifications for Delivery Associates

- 21 Years Old or Over
- Valid Driver's License
- CORI Background Check with No Disqualifying Issues
- Comfortable with Change & New Challenges
- Proactive Problem Solver
- Self-Starter
- Detail-oriented & knows how to prioritize
- High energy, enthusiasm, and curiosity
- Loves marijuana, loves people

Qualifications for Delivery Management

- 21 Years Old or Over
- Valid Driver's License
- CORI Background Check with No Disqualifying Issues
- 2+ Years of Management Experience
- Have Managed Team of 3+ Individuals
- Detail-oriented Multitasker Able to Prioritize Several Projects
- Proactive Problem Solver
- High energy, enthusiasm, and curiosity
- Strong software & computer skills
- Loves marijuana, love people

Qualifications for Operations Associates

- 21 Years Old or Over
- CORI Background Check with No Disqualifying Issues
- Comfortable with Change & New Challenges
- Proactive Problem Solver
- Self-Starter
- Detail-oriented & knows how to prioritize
- High energy, enthusiasm, and curiosity
- Loves marijuana, loves people



- Familiar with office, marketing, finance, or operations technologies & methodologies specific to area of focus

Training

All GCG, Inc. agents will partake in extensive training in order to ensure that GCG, Inc. provides a great experience for our Consumers & partner Marijuana Retailers & operates in full accordance with all applicable regulations.

All GCG, Inc. training will be documented, & documentation will be placed in individual employee records. All GCG, Inc. employees will be trained on the following standard operating policies:

Personnel Policies

- Vacation Time
- Sick Leave
- Punch in / Punch Out Procedure
- Drug & Alcohol Policy
- Non-Discrimination / Harassment Policy

Role Specific Policies

- Dispensing Policies
- Security Policies
- Marijuana & Marijuana Product Storage Policies
- Inventory Control Policies
- Budtinder.io Platform Access & Management Policies

Security Policies

- Marijuana Retailer Entrance / Exit Policies
- Identification of Consumers to Verify That They Are of Age (21+)
- Diversion Prevention Policies
- Attempted Robbery Policies
- Lost Agent Registration Card Policies

Emergency Response Policies

- Medical Emergency Response
- Fire Response
- Natural Disaster Response
- Power Outage Response

Per 935 CMR 500.105(2), GCG, Inc. will ensure the following:

- That employees are trained on job specific duties prior to performing job functions;
- That employees receive a minimum of eight (8) hours of ongoing training annually;
- That all current owners, managers, & employees will complete the Responsible Vendor Program after July 1, 2019 or when available; &



- That all new GCG, Inc. employees will complete the Responsible Vendor Program within 90 days of being hired.

In accordance with 935 CMR 500.105(2), all GCG, Inc. Responsible Vendor Program documentation will be retained for four (4) years.



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The GreenHouse Cannabis Group, Inc. ("GCG, Inc.") has employed substantial consideration of how energy efficiency and conservation should occur throughout the operational lifecycle of this unique recreational marijuana establishment. In accordance with 935 CMR 500.101(1)(c)10. and 500.105(15), 935 CMR 501.101(1)(c)10. and 501.105(15), GCG Inc. will include the following in the structure of the business:

Fleet Selection Principles

GCG, Inc. will place an emphasis on sourcing and/or leasing from dealers and distributors who specialize in alternative fuel source options such as electric vehicles. The Corporation will set a Year One target of **10%** of all vehicles in use being alternative fuel source based. GCG, Inc. will increase this goal by 2% each following year, with a goal of having a fleet comprised of **20%** alternative fuel source-based vehicles by Year Five of operation.

The GCG, Inc. leadership & management will collect & maintain relevant information about the purchasing & leasing of vehicles for operation in the business, for the purpose of attaining & exceeding the progressive goal set before the business. GCG, Inc. will quarterly review the progress of the company toward these goals & assess how to best achieve this mission.

Energy Conservation & Compliance Considerations

As GCG, Inc. is just beginning its journey as a licensed marijuana establishment in the Commonwealth, research is still being conducted to identify relevant dealerships for leasing & purchasing of alternative fuel vehicles, specifically electric cars. Electric vehicle candidates for leasing and/or purchasing will be evaluated on several criteria, such as:

- Age/Year of Vehicle
- Mileage Per Charge
- Proximity of Accessible Charging Station(s)
- Support Costs Such as Insurance & Maintenance
- Proximity of Licensed Maintenance Provider from Vehicle Garage/Dispatch

Any of these considerations could make the acquisition and/or leasing of an alternative fuel source-based vehicle prohibitive to sourcing for GCG Inc. operations. Considering the CEO of GCG, Inc.'s experience specifically in developing mobility solutions for valet operators, the Corporation is keenly aware of how even its base operations can substantially alleviate the carbon footprint in & around the Commonwealth.

A single GCG, Inc. fleet vehicle could remove as many as 10-12 trips for individual consumers from Massachusetts' roads per day. Research has shown that a single vehicle in the Greater Boston area in 20 minutes of traffic can produce a pound of CO₂. GCG, Inc. vehicles will already be removing a dozen or so pounds of CO₂ from The Commonwealth's carbon footprint daily & will aggressively seek ways to increase that contribution to Massachusetts' environment.

Each GCG, Inc. fleet vehicle will be garaged either at/or close to the Marijuana Retailer that it will be assigned to servicing. There will be minimal to no energy impact at these locations. As for GreenHouse Mobility Solutions' office in Millers Falls, the largest consumer of electricity will be the heat for the office. To stay mindful of this, the office heat is set at 65 degrees during hours of operation (9am-9pm) and adjusted to 55 degrees overnight.



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As a Massachusetts Minority-owned Business (“MBE”), The GreenHouse Cannabis Group, Inc. (“GCG, Inc.”) is proudly dedicated to a policy of championing equity among Commission-approved areas of diversity (people of color, women, veterans, LGBTQ+ individuals, and people with disabilities). GCG, Inc. will focus on recruiting & hiring applicants within these populations throughout the Commonwealth of Massachusetts.

GCG, Inc.’s diversity goal is to have a workforce that represents the promise of under-represented communities of the Commonwealth. With that in mind, GCG, Inc. has created & will implement a strategic diversity plan. The goals of the plan are as follows:

- Promote equitable opportunities for Commission-approved areas of diversity,
- Create a powerfully diverse workplace, &
- Ensure diverse GCG, Inc. management & leadership teams.

Hiring Practices

- GCG, Inc. will offer automatic interviews to any individuals trained by the Commission’s Economic Empowerment & Social Equity Programs.
- GCG, Inc. will offer interviews to candidates who have a non-disqualifying cannabis related criminal record & will prioritize their candidate interviews.
- GCG, Inc. will post job opportunities/recruit staff across multiple platforms, including www.indeed.com and local job fairs.

From these efforts, GCG, Inc. will have a stated goal of hiring a workforce comprised of 80% people of color, 50% women, 40% veterans, 40% LGBTQ+, and 20% people with disabilities.

GCG, Inc. will work to secure and stay up to date on publicly available metrics & statistics regarding the specifically stated Commission-approved diversity populations in the workplace here in the Commonwealth of Massachusetts. GCG, Inc. will use this data as a benchmark & to build a workforce **more diverse** than the average demographics of these diversity populations in the workplace in the Commonwealth of Massachusetts. GCG, Inc. will continually analyze its corporate demographic data to **achieve & exceed** its goals of employing a more diverse & inclusive workforce.

Training Practices

GCG, Inc. will place diversity & inclusion at the center of all training practices & adopt the following. GCG, Inc. will:

- Create safe avenues for employees to report potential incidents.
- Train all staff, as part of initial and ongoing training, on our vision & goal for diversity & inclusion.
- Coordinate, once per year, a course on diversity & inclusion in the workplace.
- Provide resources, as needed, for any individuals whom may need additional training.

GCG, Inc.’s President & CEO will work with other management & leadership to institute these as the pillars the organization’s training practice framework.

Management Practices



GCG, Inc. will have **at least 80% of our management & leadership** comprised of people of color, women, veterans, LGBTQ individuals and/or people with disabilities. GCG, Inc. will:

- Encourage internal applicants to pursue all promotional opportunities – identify & remove any potential barriers to promotions for certain individuals.
- Develop & implement professional **growth plans for all employees**.
- Strive to cultivate a **diverse management team**.
- Facilitate management in **quarterly open discussions** on diversity.
- Ensure management actively identifies & investigates recruitment & retention challenges.

GCG, Inc.'s President & CEO will consistently review the demographics of its management team, & continuously drive the organization to meet its leadership team diversity goal.

Provisions for Equity & Inclusion

GCG, Inc.'s goal of building a diverse & varied workforce does not stop at the door of GreenHouse Mobility Solutions, but will extend throughout the Greater Massachusetts community with a stated goal of increasing access, inclusion, & equity stake for under-represented & under-resourced community members in the Massachusetts cannabis industry.

With that in mind, GCG, Inc. will **actively partner with local urban colleges & universities to create & facilitate classes** on various aspects of the legal Massachusetts marijuana industry. Target schools will include:

- Roxbury Community College
- University of Massachusetts
- Cambridge College
- Newbury College Brookline
- Laboure College
- Benjamin Franklin Institute of Technology
- Massasoit Community College
- Pine Manor College
- Bunker Hill Community College
- Greenfield Community College
- Amherst College

Courses will include but not be limited to:

- Cannabis Business Planning
- Cannabis Startup Finance
- Cannabis Technology Development
- Innovation Management in the Cannabis Industry
- Sales & Marketing for Cannabis Businesses
- Project Management for Cannabis Businesses

While focused & targeted to the Massachusetts legal marijuana industry, these courses will provide a foundation for acumen in new business ventures & will provide under-resourced/under-represented students with skills that are transferrable to any corporate environment.



GCG, Inc. will also establish **relationships with local urban accelerators and/or incubators to provide coaching, mentorship, & support for “budding” legal marijuana entrepreneurs & early-stage ventures.** Target accelerators include but are not limited to:

- Smarter in the City
- Roxbury Innovation Center
- Venture Development Center
- Cambridge Innovation Center
- Massachusetts Supplier Diversity Office

GCG, Inc. will provide insights into various topics & interests around the Massachusetts legal marijuana industry, including but not limited to:

- The Massachusetts marijuana industry licensing process
- Community host agreements
- Raising capital
- Massachusetts marijuana legal & compliance considerations

These initiatives to be launched in concert will provide GCG, Inc. & the Massachusetts legal marijuana community with several candidates from under-resourced & under-represented backgrounds.

Another goal for the first year of operation is to produce a minimum of 10 individuals from under-resourced & under-represented backgrounds.

This plan states that it is its mission to work with, or donate, to certain institutions serving or helping populations of Commission-approved diversity. Should GCG, Inc. donate time, goods, services, or monies, a letter from the recipient organization will be provided stating that the recipient organization has been contacted and is willing to accept the donations the Establishment intends to provide.

This plan for providing equity in Commission-approved areas of diversity contains the timeline for showing progress or success of the plan. At a minimum, this plan acknowledges that its progress or success must be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

