



## Massachusetts Cannabis Control Commission

### Marijuana Delivery Operator

#### General Information:

License Number: MD1320  
Original Issued Date: 10/12/2023  
Issued Date: 10/12/2023  
Expiration Date: 10/12/2024

### MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification  
Number:

### ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Gas Bus LLC

Phone Number: 781-252-0327  
Email Address: info@gasbus.delivery

Business Address 1: 321 West Grove St  
Business Address 2:  
Business City: Middleborough Business State: MA Business Zip Code: 02346  
Mailing Address 1: 33 Cederus Ave  
Mailing Address 2:  
Mailing City: Boston Mailing State: MA Mailing Zip Code: 02131

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a  
DBE

### SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE306290

### ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

#### License 1

Additional Social Equity or Economic Empowerment License Numbers: SE305106

#### License 2

Additional Social Equity or Economic Empowerment License Numbers: SE306290

### PERSONS HAVING DIRECT OR INDIRECT CONTROL

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50  
Percentage Of Control: 12.5  
Role: Board Member  
Other Role: CEO, Manager

Date generated: 11/01/2023

First Name: Edson Middle Name: Last Name: Charles Suffix:  
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:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 4 Percentage Of Control: 12.5  
Role: Board Member Other Role: CIO, Manager  
First Name: Jonathan Middle Name: Last Name: Francis Suffix:  
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), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7 Percentage Of Control: 12.5  
Role: Board Member Other Role: CMO, Manager  
First Name: Tadyra Middle Name: Last Name: Rose Suffix:  
Gender: Female 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), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 5 Percentage Of Control: 12.5  
Role: Board Member Other Role: CLO, Manager  
First Name: Jason Middle Name: Last Name: Dupont Suffix:  
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:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control: 12.5  
Role: Board Member Other Role: CFO, Manager  
First Name: Melissa Middle Name: Last Name: Forbes Suffix:  
Gender: Female 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:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1 Percentage Of

Control:	
Role: Board Member	Other Role: Manager
First Name: Michael	Middle Name: Last Name: Mercier Suffix:
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:	

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 5	Percentage Of Control: 12.5
Role: Board Member	Other Role: Facility Manger
First Name: Dwanye	Middle Name: Last Name: Cremona Suffix:
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:	

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 4	Percentage Of Control: 12.5
Role: Board Member	Other Role: Secretary
First Name: Khuent	Middle Name: Last Name: Brooks-Rose Suffix:
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:	

Person with Direct or Indirect Authority 9

Percentage Of Ownership: 15	Percentage Of Control: 12.5
Role: Board Member	Other Role: COO, Manager
First Name: Richard	Middle Name: Last Name: DeCotis Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 10

Percentage Of Ownership:	Percentage Of Control:
Role: Board Member	Other Role: Manager, CSO
First Name: Monique	Middle Name: Last Name: Miller Suffix:
Gender: Female	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:	

Date generated: 11/01/2023

#### ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Richard Last Name: DeCotis Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$300000 Percentage of Initial Capital: 100

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 DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 321 West Grove St Floor 2 Unit 6

Establishment Address 2:

Establishment City: Middleborough

Establishment Zip Code: 02346

Approximate square footage of the establishment: 3000

How many abutters does this property have?: 7

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	643ca24b4d9b1200084f68af	04/16/2023
Plan to Remain Compliant with Local Zoning	Gas Bus_Plan to Remain Compliant with Local Zoning.pdf	pdf	64512a7f0dd43c0007144733	05/02/2023
Community Outreach Meeting Documentation	HPSCAN_20230618174606056_2023-06-18_174726357 (1).pdf	pdf	649076596de15a000879572a	06/19/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Asstestation Form Updated.pdf	pdf	649f196bd00357000806fcde	06/30/2023
Community Outreach Meeting Documentation	LA Gas Bus, LLC 23-02-CBD (1) (2).pdf	pdf	649f1ebad003570008070cd6	06/30/2023

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
Donation Acceptance Letter	Kings Amoungst kings Partnership Letter.pdf	pdf	645526009c23790008b36568	05/05/2023
Plan for Positive Impact	Gasbus_Positive Impact Plan Updated .docx (1).pdf	pdf	64a63e02e317fe0008d7f1d5	07/06/2023

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Michael      **Last Name:** Mercier      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 2

**Role:** Board Member      **Other Role:** CSO  
**First Name:** Monique      **Last Name:** Miller      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 3

**Role:** Board Member      **Other Role:** CFO  
**First Name:** Melissa      **Last Name:** Forbes      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 4

**Role:** Board Member      **Other Role:** CMO  
**First Name:** Tadyra      **Last Name:** Rose      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 5

**Role:** Board Member      **Other Role:** CLO  
**First Name:** Jason      **Last Name:** Dupont      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 6

**Role:** Board Member      **Other Role:** CIO  
**First Name:** Jonathan      **Last Name:** Francis      **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 7

**Role:** Owner / Partner      **Other Role:** CEO  
**First Name:** Edson      **Last Name:** Charles      **Suffix:**  
**RMD Association:** Not associated with an RMD

Background Question: no

#### Individual Background Information 8

Role: Owner / Partner

Other Role:

First Name: Richard

Last Name: DeCotis Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 9

Role: Board Member

Other Role:

First Name: Dwayne

Last Name: Cremona Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 10

Role: Board Member

Other Role:

First Name: Khuent

Last Name: Brooks-Rose 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	MA COGS - Gas Bus LLC.pdf	pdf	643c22a14d9b1200084f4a3f	04/16/2023
DUA attestation if no employees	Gas Bus_DUA Cert of Good Standing Attestation.pdf	pdf	643c22b64d9b1200084f4a53	04/16/2023
Department of Revenue - Certificate of Good standing	GAS BUS LLC.pdf	pdf	648b613fd003570008f69ccc	06/15/2023

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Gas Bus_Restated Certificate of Organization.pdf	pdf	6423816050f99b0008b89d05	03/28/2023
Bylaws	Gas Bus LLC Operating Agreement.docx.pdf	pdf	643c24ba8399390008a8af73	04/16/2023

Massachusetts Business Identification Number: 001439661

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Gasbus_Business Plan .docx.pdf	pdf	62f5ba637deb3b0009029d8b	08/11/2022

Plan for Liability Insurance	Plan for liability insurance.pdf	pdf	643c1ec58399390008a8adc9	04/16/2023
Proposed Timeline	Gas Bus_Proposed Timeline.pdf	pdf	64512af30509d6000990cde0	05/02/2023

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Quality control and testing procedures	Quality Control & Testing.pdf	pdf	632040dad239e20007f3501c	09/13/2022
Energy compliance plan	Energy Compliance plan.pdf	pdf	643c0b114d9b1200084f4239	04/16/2023
Inventory	Inventory Plan.pdf	pdf	643c0bae4d9b1200084f425f	04/16/2023
Personnel policies	Personnel Policies.pdf	pdf	643c0c644d9b1200084f4295	04/16/2023
A plan to obtain marijuana and marijuana products	Plan to Obtain product.pdf	pdf	643c0e994d9b1200084f42f2	04/16/2023
Prevention of diversion	Diversion Prevention Plan.pdf	pdf	643c0f4d4d9b1200084f4318	04/16/2023
Record-keeping procedures	RecordKeeping .pdf	pdf	643c0ffc8399390008a8a91e	04/16/2023
Security plan	Security Plan.pdf	pdf	643c14ed4d9b1200084f442c	04/16/2023
Maintenance of financial records	Maintaining of financial Records.pdf	pdf	643c15804d9b1200084f4459	04/16/2023
Storage	Storage Plan.pdf	pdf	643c18ab4d9b1200084f4602	04/16/2023
Transportation	Transportation Plan.pdf	pdf	643c19488399390008a8ac19	04/16/2023
Dispensing procedures	Plan for Dispensing.pdf	pdf	643c19ee4d9b1200084f4790	04/16/2023
A detailed plan for White Labeling	Plan for White Labeling.pdf	pdf	643c1aa68399390008a8ace9	04/16/2023
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Plan.pdf	pdf	643c1c824d9b1200084f4820	04/16/2023
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Qualifications and Training.pdf	pdf	643c1d6d8399390008a8ad73	04/16/2023
Diversity plan	Diversity Plan.pdf	pdf	643c1e068399390008a8ad9d	04/16/2023
Diversity plan	Gas Bus Diversity Plan Updated (1).pdf	pdf	649f186fd00357000806f989	06/30/2023
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Detailed Description of Qualification and Intended Trainings for Agents Updated (1).pdf	pdf	649f18702c0fbe0008f0dcdc	06/30/2023
Personnel policies	Operating Policies and Procedures (Restricting Access to Individuals 21 or Older).pdf	pdf	64a63ea7e317fe0008d7f262	07/06/2023

#### 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 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

### Record 1

Owner First Name: Micheal	Owner Last Name: Mercier	Owner Suffix:	
Provider Legal Name: Dutchie	Provider DBA:		
Provider Description: POS, Online Menu Ordering System			
Provider Phone: 323-238-4436	Provider Email: jalen.jones@dutchie.com	Provider Website: https://dutchie.com/	
Provider Address 1: 2728 NW Potts Ct Ste 100	Provider Address 2:		
Provider City: Bend	Provider State: OR	Provider Zip Code: 97703	Provider Country: United States
Provider Mailing Address 1: 2728 NW Potts Ct Ste 100	Provider Mailing Address 2:		
Provider Mailing City: Bend	Provider Mailing State: OR	Provider Mailing Zip Code: 97703	Provider Mailing Country: United States

## THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

### Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Dutchie_Gasbus_Contract (1).pdf	pdf	6345b21076c6660008218afb	10/11/2022



## 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:

Edson Charles on behalf of Gas Bus LLC

2. Name of applicant's authorized representative:

Edson Charles

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Middleborough

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

James Mc Grail, Town Manager



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

jmcgrail Town Manager

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).*):

jmcgrail@middleboroughma.gov

8. Host community agreement execution date:

February 6, 2023



### **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Gas Bus LLC (“Gas Bus”) will remain compliant at all times with the local zoning requirements set forth in the Middleborough’s Zoning Bylaws. In accordance with Zoning Bylaws Section 8.5.5, Gas Bus’ proposed Marijuana Delivery Operator is located in the Cannabis Business Overlay District designated for Marijuana Establishments.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

As required by Middleborough’s Zoning Bylaws, Gas Bus will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Middleborough Planning Board. In accordance with Middleborough’s Subdivision of Land Regulations Section 6.7.7, the Special Permit shall lapse within two years of the date of final action by the Planning Board if construction has not begun by such date, except for good cause.

Gas Bus will apply for any other local permits required to operate a Marijuana Delivery Operator at the proposed location. Gas Bus will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Delivery Operator at Gas Bus’ proposed location.

Gas Bus has already attended several meetings with various municipal officials and boards to discuss Gas Bus’ plans for a proposed Marijuana Delivery Operator and has executed a Host Community Agreement with Middleborough. Gas Bus will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Gas Bus’ Marijuana Delivery Operator remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Middleboro, MA 02346

Certified Mail Fee \$4.15  
\$0.00  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Middleboro, MA 02346

Certified Mail Fee \$4.15  
\$0.00  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Middleboro, MA 02346

Certified Mail Fee \$4.15  
\$0.00  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To

Street

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Middleboro, MA 02346

Certified Mail Fee \$4.15  
\$0.00  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Middleboro, MA 02346

Certified Mail Fee \$4.15  
\$0.00  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To

Street

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





**Town of Middleborough  
Request for Proposals  
Station Street Sale/Land Swap**

**Proposals are invited for the sale of Town-owned land, located at 15 Station Street, 2 Cambridge Street, and 10 Cambridge Street, all in Middleborough, for monetary consideration and/or in exchange for other real property suitable for public parking and located in the Downtown area.**

Proposals will be received in the Town Manager's Office at 10 Nickerson Avenue, Middleborough, MA 02346 until 11:00 AM on April 14, 2023, at which time proposals will be opened publicly. The Town will award the sale of the Town Property, if at all, to the proposer whose submission is deemed the most advantageous based on the evaluation criteria set forth in the proposal package. Award is contingent on approval to dispose of the Town Property by Town Meeting. Proposers must be prepared to enter into a Purchase and Sale Agreement no later than 30 days after the date of award. Documents may be obtained beginning on March 15, 2023 at 8:00 AM in the Town Manager's Office or via email to [surettee@middleboroughma.gov](mailto:surettee@middleboroughma.gov).

All inquiries may be forwarded to the Town Manager's office at (508) 947-0928 or by email to [surettee@middleboroughma.gov](mailto:surettee@middleboroughma.gov).

Nemasket Week  
March 23, 2023 and March 30, 2023  
Also posted on [masspublicnotices.org](http://masspublicnotices.org)

**TOWN OF LAKEVILLE  
PLANNING BOARD  
346 Bedford Street  
Lakeville, MA 02347**

**NOTICE OF PUBLIC HEARING**

The LAKEVILLE PLANNING BOARD will hold a public hearing pursuant to the Town of Lakeville Zoning Bylaw and M.G.L. ch. 40A §5 on **THURSDAY, April 13, 2023 at 7:00 PM.** at the **LAKEVILLE POLICE STATION, 323 BEDFORD STREET.** The purpose of the public hearing is to provide interested parties with an opportunity to comment on the acceptance of the renumbering and revision of the Zoning Bylaw of the Town from its original numbering, as amended through November 14, 2022 STM, to the numbering, or codification, arrangement, sequence and captions and the comprehensive revisions to the text of the Zoning Bylaw as set forth in the Final Draft of the Code of the Town of Lakeville, dated March 2023, said codification of the Zoning Bylaw having been done under the direction of the Planning Board, and being a compilation and comprehensive revision of the present Zoning Bylaw, including amendments thereto. All Zoning Bylaws, as amended, heretofore in force shall be repealed, except that such repeal shall not affect any suit or proceeding pending as the result of an existing law. The Zoning Bylaw shall be codified as Chapter 270 of the "General and Zoning Bylaws of the Town of Lakeville, Massachusetts"

The proposed amendment to the Zoning Bylaw may be viewed at the Lakeville Town Clerk's office in Town Hall, 346 Bedford Street, Lakeville, MA 02347 by appointment only. Amendments are also

**LEGAL ADVERTISEMENTS**

available for review on the Planning Department page of the Town website.

Mark Knox, Chairman  
Nemasket Week March 30, 2023 & April 6, 2023

**TOWN OF MIDDLEBOROUGH  
PLANNING BOARD**

In accordance with M.G.L. Chapter 40A, Section 9, as amended, the Planning Board will hold a public hearing on **Tuesday, April 18, 2023 at 6:50 PM, Middleborough Town Hall, Select Board's Meeting Room, 10 Nickerson Avenue**, pursuant to the Middleborough Zoning Bylaw, Section 8.5, Cannabis Business District, to hear a Special Permit application submitted by **Gas Bus, LLC** at 321 West Grove, Middleborough, MA 02346, for the purpose of operating an Adult Use Marijuana delivery service. Assessor's Map 49, Lot 4928.

The complete application is available for review within the Planning Department and also available electronically by request. Anyone desiring to be heard on this subject can attend the meeting at the time and place designated above.

**MIDDLEBOROUGH PLANNING BOARD**

Edward J. Medeiros  
John F. Healey  
William B. Garceau  
Tracie Craig-McGee  
Allin J. Frawley

Anders Martenson, IV – Associate Member

Nemasket Week March 30, 2023 and April 6, 2023

**TOWN OF MIDDLEBOROUGH  
ZONING BOARD OF APPEALS**

**NOTICE OF HEARING**

The Middleborough Zoning Board of Appeals will hold a public hearing on Thursday, **April 13, 2023, at 7:00 P.M.**, in the Select Boards Meeting Room, Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA to hear the petition of petition of Michael O'Shaughnessy, Esq. for Goodman Enterprises, Inc., 43 East Grove Street, Middleborough, MA 02346 relative to his request to be granted a special permit pursuant to Section 3.1.D.21 and Section 9.4.1 of the Middleborough Zoning By-law to allow for an outdoor paint ball recreation facility. The subject property is located at Bedford Street, Middleborough Assessor's Map 19, lot 4765, in the Residence A District. Anyone desiring to be heard on this matter should appear at the time and place designated.

Chairman Darrin DeGrazia  
On behalf of the Middleborough  
Zoning Board of Appeals

Nemasket Week 3/30/23 and 4/06/23  
Also posted on [masspublicnotices.org](http://masspublicnotices.org)

**TOWN OF MIDDLEBOROUGH  
CONSERVATION COMMISSION**

The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act, to upgrade the existing subsurface sewage disposal system within 100' of a bordering vegetated wetland, at 159 Bedford

Street, Map 29, Lot 972. Hearing has been requested by Marc Mason, Eastside Property Development. Hearing will be held April 6, 2023 at 7:30 PM in the Select Board Meeting Room, at the Town Hall, 10 Nickerson Avenue and via remote. Join Zoom meeting: <https://us06web.zoom.us/j/81581466125>

Diane Stewart, Chair  
Nancy Ockers, 1<sup>st</sup> Co-Vice Chair  
Melissa Guimont, 2<sup>nd</sup> Co-Vice Chair  
Keri Gallagher  
Adam Guaraldi  
Edward Medeiros  
John Neely

**TOWN OF MIDDLEBOROUGH  
CONSERVATION COMMISSION**

The Middleborough Conservation Commission will hold a hearing under M.G.L. c. 131, s.40, the Wetlands Protection Act, to construct a 30' x 60' detached garage within 100' of a bordering vegetated wetland, at 108 Spruce Street, Map 107, Lot 4036. Hearing has been requested by Russell and Barbara Tripp. Hearing will be held April 6, 2023 at 7:15 PM in the Select Board Meeting Room, at the Town Hall, 10 Nickerson Avenue and via remote. Join Zoom meeting: <https://us06web.zoom.us/j/81581466125>

Diane Stewart, Chair  
Nancy Ockers, 1<sup>st</sup> Co-Vice Chair  
Melissa Guimont, 2<sup>nd</sup> Co-Vice Chair  
Keri Gallagher  
Adam Guaraldi  
Edward Medeiros  
John Neely

**TOWN OF MIDDLEBOROUGH  
PLANNING BOARD**

In accordance with M.G.L. Chapter 40A, Section 9, as amended, the Planning Board will hold a public hearing on **Tuesday, April 18, 2023 at 6:45 PM, Middleborough Town Hall, Select Board's Meeting Room, 10 Nickerson Avenue**, pursuant to the Middleborough Zoning Bylaw, Section 8.5, Cannabis Business District, to hear a Special Permit application submitted by **Simply Lifted, Inc.** at 167 East Grove, Middleborough, MA 02346, for the purpose of operating an Adult Use Marijuana cultivation and product manufacturing facility with delivery of marijuana products to retailers and consumers. Assessor's Map 72, Lot 118.

The complete application is available for review within the Planning Department and also available electronically by request. Anyone desiring to be heard on this subject can attend the meeting at the time and place designated above.

**MIDDLEBOROUGH PLANNING BOARD**

Edward J. Medeiros  
John F. Healey  
William B. Garceau  
Tracie Craig-McGee  
Allin J. Frawley  
Anders Martenson, IV – Associate Member

Nemasket Week March 30, 2023 and April 6, 2023



# From Our Members

*Nemasket Week gives businesses and non-profit organizations the opportunity to become online Affiliate Members of NemasketWeekToday.com and post news and information directly to our homepage. The following items have been excerpted from recent posts to our site.*

## Whiter teeth in an hour

Southcoast Dental at 20 Rosebrook Place in Wareham offers Glo Science teeth whitening treatments to achieve a beautiful, healthy, white smile in under an hour! For more information, call 508-203-8211 or visit [southcoast.dental](http://southcoast.dental).

## Unplugged at the MAC

On Friday, April 14, the Marion Art Center will feature an evening of unplugged music with the recently formed jazz guitar and piano duo of Matt Richard and Donn Legge. Performances at 7:30 and 8:45 p.m. will each last about 45 minutes. For more information and to purchase tickets in advance, go to [marionartcenter.org](http://marionartcenter.org).

## 2nd annual Shred Day

Got Documents to dispose of? The Bernadette Kelly Group in partnership with Geoff Worrell of Movement Mortgage can help with the 2nd annual Shred Day on May 6 at the Benjamin D. Cushing Community Center at 465 Mill St. in Marion from 8 a.m. to noon. This is a free community event, open to everyone. And businesses can bring their paper too! Plan to bring a donation of non-perishable items for the food pantry.

## Is your money safe?

With a handful of bank failures dominating the news recently, you've probably wondered what would happen to your money if your financial institution went under. The good news is that most banks are insured by the Federal Deposit Insurance Corporation, or FDIC, which covers up to \$250,000 per depositor, per bank. Through the Depositors Insurance Fund, commonly known as DIF, BankFive is able to offer 100% coverage on all deposits, even those in excess of FDIC limits. For more information, go to [bankfive.com](http://bankfive.com), click on Resources and then Blog.

*To learn more about Affiliate Membership on NemasketWeekToday.com, email [sales@nemasketweek.com](mailto:sales@nemasketweek.com).*



**LEGAL ADVERTISEMENT**



**MIDDLEBOROUGH PLANNING BOARD**

In accordance with M.G.L. Chapter 40A, Section 9, as amended, the Planning Board will hold a public hearing on **Tuesday, April 18, 2023 at 6:50 PM, Middleborough Town Hall, Select Board's Meeting Room, 10 Nickerson Avenue**, pursuant to the Middleborough Zoning Bylaw, Section 8.5, Cannabis Business District, to hear a Special Permit application submitted by **Gas Bus, LLC** at 321 West Grove, Middleborough, MA 02346, for the purpose of operating an Adult Use Marijuana delivery service. Assessor's Map 49, Lot 4928.

The complete application is available for review within the Planning Department and also available electronically by request. Anyone desiring to be heard on this subject can attend the meeting at the time and place designated above.

**MIDDLEBOROUGH PLANNING BOARD**

Edward J. Medeiros  
John F. Healey  
William B. Garceau  
Tracie Craig-McGee  
Allin J. Frawley  
Anders Martenson, IV – Associate Member

To be published in Nemasket Week on March 30, 2023 and April 6, 2023

**XXXX PXXXX**  
**317 West Grove St**  
**Middleborough MA, 02346**



**MIDDLEBOROUGH PLANNING BOARD**

In accordance with M.G.L. Chapter 40A, Section 9, as amended, the Planning Board will hold a public hearing on **Tuesday, April 18, 2023 at 6:50 PM, Middleborough Town Hall, Select Board's Meeting Room, 10 Nickerson Avenue**, pursuant to the Middleborough Zoning Bylaw, Section 8.5, Cannabis Business District, to hear a Special Permit application submitted by **Gas Bus, LLC** at 321 West Grove, Middleborough, MA 02346, for the purpose of operating an Adult Use Marijuana delivery service. Assessor's Map 49, Lot 4928.

The complete application is available for review within the Planning Department and also available electronically by request. Anyone desiring to be heard on this subject can attend the meeting at the time and place designated above.

**MIDDLEBOROUGH PLANNING BOARD**

Edward J. Medeiros

John F. Healey

William B. Garceau

Tracie Craig-McGee

Allin J. Frawley

Anders Martenson, IV – Associate Member

To be published in Nemasket Week on March 30, 2023 and April 6, 2023

Jeffrey M. Forbes  
Kings Amongst Kings  
1601 Blue Hill Avenue  
Boston, Ma, 02126  
Date: 4/26/2023

Edson Charles  
Chief Executive Officer  
Gas Bus, LLC.  
321 West Grove Street  
Middleboro, Ma, 02436

Dear Edson Charles:

Kings Amongst Kings acknowledges that Gas Bus LLC is a cannabis company, and we are comfortable receiving a \$5,000 monetary donation from the company.

Sincerely,

Jeffrey M. Forbes  
Treasurer



## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

The Gas Bus team has taken the time to connect with community leaders to navigate the needs of Boston. After several conversations we found the best way to engage Boston's community and create impactful benefits is to directly partner with organizations doing that in the community. Due to this Gas Bus has agreed to donate \$5000 to the Mattapan based organization Kings Amongst Kings.

<https://www.kingsamongstkingsboston.com/aboutus>

Outside of our own company we also plan to partner with and highlight our fellow SEP applicants, by hosting events at their facilities , highlighting particular menu items.

### **Goals**

In order for Gasbus to positively impact areas and populations of disproportionate impact, Gasbus has established the following goals, all goals will be based in either Boston (Census track code 101001) and Brockton Area:

- Donate 5,000 dollars to the Kings Amongst Kings, a Mattapan based organization center around helping black men navigate the modern world.
- Engage underserved 30 young adults with mentorship and activities, through our partnership with Kings Amongst Kings.
- 30% of our vendors and suppliers will be SEP.

### **Programs**

Gasbus has developed specific programs to effectuate its stated goals. All programs and sessions will be advertised through our partners, tradeshow and directly through our own platforms. We have discussed doing pop ups at our operational partners venues as well as flyers and infographics will provide additional information. Such programs will include the following:

- We plan on coming out of pocket for the first 2500 of the donation, then using a portion of our profits to pay the other 2500.
- We are partnering with King Amongst Kings, they host monthly meetings, Gas Bus will be the host of two of the monthly meetings yearly. Where we will educate these young adults on a variety of topics like financial literacy, business opportunity in the cannabis industry, mental health and risks and benefits associated with the use of cannabis. The session will be advertised in person at our monthly King Amongst Kings meeting, on our respective social platforms, as long as it complies with regulations.
- We will build our menu in a way that ensures at least 30% of the products available to our customers for purchase is coming from a SEP manufacturer, cultivator or dispensary. In an effort to help highlight and bring awareness to those SEP in the market. SEP highlights, on our ordering platforms that push SEP products, brands and companies to top of our menu. As well as interviews where we showcase and interview SEP applicants and business operators. We

are using our connection in the community along with the CCC online tools, in order to identify and contact these SEP suppliers.

### Measurements

The CEO will administer the Positive Impact Plan and will be responsible for developing measurable outcomes to ensure Gasbus continues to meet its commitments. Such measurable outcomes, in accordance with Gasbus' goals and programs described above, include:

- We will get a receipt from Kings Amongst Kings confirming the donation and keep those receipts in our financial records.
- At least 30 youth mentored through collaborative efforts, through two joint sessions per year. We will keep attendance, along with notes and video of the sessions.
- At least 1 interview per month, 30% of our menu consists of SEP products. We will compare the number of SKUs on our menu monthly to ensure that we remain within that threshold.

Beginning upon receipt of Gasbus' first Provisional License from the Commission to operate a Marijuana Establishment in the Commonwealth, Gasbus will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CEO will review and evaluate Gasbus' measurable outcomes no less than annually to ensure that Gasbus is meeting its commitments. Gasbus is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### Acknowledgements

- Gasbus will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Gasbus 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: \$100.00

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

(General Laws, Chapter )

Identification Number: 001439661The date of filing of the original certificate of organization: 5/27/20201. The exact name of the limited liability company is: GAS BUS LLC  
and if changed, the name under which it was originally organized:

## 2a. Location of its principal office:

No. and Street: 321 WEST GROVE ST  
City or Town: MIDDLEBOROUGH State: MA Zip: 02346 Country: USA

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

No. and Street: 33 CEDRUS AVE.  
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
DELIVERY AND LOGISTICS BUSINESS

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: UNITED STATES CORPORATION AGENTS, INC.  
No. and Street: 101BILLERICA AVE., BLDG. 5, SUITE 204  
City or Town: NORTH BILLERICA State: MA Zip: 01862 Country: USAI, EDSON CHARLES resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MELISSA FORBES	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	MICHAEL MERCIER	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	EDSON CHARLES	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	TADYRA ROSE	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA

MANAGER	JASON DUPONT	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	MONIQUE MILLER	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	JONATHAN FRANCIS	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
MANAGER	RICHARD DECOTIS	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 UNI

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JONATHAN FRANCIS	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	MONIQUE MILLER	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	EDSON CHARLES	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	RICHARD DECOTIS	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 UNI
REAL PROPERTY	TADYRA ROSE	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	JASON DUPONT	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	MELISSA FORBES	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	MICHAEL MERCIER	321 WEST GROVE ST MIDDLEBOROUGH, MA 02346 USA

**9. Additional matters:**

**10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:**  
RICHARD DECOTIS WAS ADDED TO SECTION 6 RICHARD DECOTIS WAS ADDED TO SECTION 8

**11. The restated certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of February, 2023,  
EDSON CHARLES , Signature of Applicant.**





THE COMMONWEALTH OF MASSACHUSETTS

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

February 24, 2023 02:48 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## **Operating Agreement**

### **Gas Bus L.L.C., a Massachusetts Limited Liability Company**

THIS OPERATING AGREEMENT of Gas Bus L.L.C. (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Massachusetts limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the commonwealth of Massachusetts. The Members hereby adopt and approve the articles of organization of the Company filed with the Massachusetts State Secretary.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

## **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth  
\\\\\\\\\\\\\\\\\\\\

‘the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise majority agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a majority written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the majority consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require majority approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

Melissa Forbes  
Monique Miller

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon majority consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

(A) To maintain compliance with CCC regulation and ensure or Social Equity Status the SEP applicant will have the deciding vote in any tie or deadlock vote.

**6.2 Meetings of Members.** Quarterly will be held to review monthly reports. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or



as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members majority agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person with the consent of the majority of the other Members. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

## ARTICLE 8: DISSOLUTION

**8.1 Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 44 of the Massachusetts Limited Liability Company Act;

- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Massachusetts law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully

expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Michael Mercier

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Jason Dupont

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Tadyra Rose

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Khuent Rose

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Jonathan Francis

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Dwayne Cremona

**EXHIBIT A**  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Michael Mercier		75%

Address:  
321 West Grove St.  
Middleborough, Massachusetts  
02346

Tadyra Rose 7%  
Address:  
409 east 56th street  
Brooklyn, New York  
11203

Jason Dupont 5%  
Address:  
1540 Bergen st Apt 1  
Brooklyn, NY 11213

Khuent Rose 4%  
Address:  
285 Hawthorne St Apt 209  
Brooklyn, New York  
11225

Jonathan Francis 4%  
Address:  
75 Martense Street Apt 6D  
Brooklyn, New York  
11226

Dwayne Cremona 5%  
Address:  
1540 Bergen street Apt 3  
Brooklyn, New York  
11213

## BUSINESS PLAN

### EXECUTIVE SUMMARY

#### MISSION STATEMENT AND MESSAGE FROM THE CEO

Gasbus LLC (“Gasbus”) is an applicant for a Massachusetts Marijuana Delivery Operator License that is committed to serving residents in the Commonwealth through an efficient, compliant delivery system.

#### WHAT DRIVES US

Gasbus’ goals include:

1. Safely providing consumers 21 years of age or older (“Customers”) with a wide variety of high quality, consistent, laboratory-tested marijuana and marijuana products;
2. Having a diverse and socially representative pool of employees; and
3. Running an efficient, compliance-oriented delivery business that places an emphasis on technology-driven logistics to better serve our customers.

### TEAM

Gasbus’ founder is committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible.

## Founder’s Background

**MICHAEL MERCIER (CEO)**- HOLDS THE MAJORITY SHARE OF THE COMPANY. HOLDS THE SEP STATUS. WORKS WITH THE BOARD TO DECIDE THE GENERAL DIRECTION OF THE COMPANY. HOLDS ONE VOTE AS WELL AS THE TIE BREAKING VOTE ON THE CORPORATE BOARD OF DIRECTORS.

Michael Mercier, is a 24-year old professional fitness trainer and instructor from Boston, MA but currently living in Yonkers, New York. As a first-generation born Haitian American, his parents immigrated to America in the '80s with nothing more than the clothes they could carry onto a plane and a couple hundred dollars. From then on, they engrained the importance of hardwork in the rest of our family. His parents eventually found themselves becoming entrepreneurs and opening up their own hair salon in Boston.

Michael carried that same work ethic with him throughout his career, whether it be in retail or now as a trainer. Cannabis has played a vital role in helping him manage stress, remain focused, and even deal with the strain that comes with high-intensity training and athletics. He first smoked cannabis when he was a young teenager, despite the fact that my Haitian parents had ingrained in me that the plant was a “gateway drug” and he himself, had even vowed to never smoke it. Michael vividly recalls how calm he felt, especially since he has always been an energetic person who struggles to sit still, deals with racing thoughts and gets easily distracted. Since engaging in cannabis use, he has felt more at ease, less paranoid, and am able to channel that energy into any task at hand. It wasn’t until now, having grown into adulthood that he



realized the healing properties of cannabis, and that he had been brainwashed by my parents and even the media. He is determined to change that.

While cannabis has been recreationally legalized across the country, many still view it negatively and disregard the medicinal aspect of the plant. There are some people that are very open about their cannabis use, while others are still nervous or hesitant to talk about it in professional settings, amongst colleagues, and even family members. The problem at hand is not only a lack of education, but the stigmas that have haunted the cannabis industry since the beginning, especially within the Black community. Michael plans on following in his parents footsteps and starting his own entrepreneurial journey, this time diving into an industry that has helped heal himself and so many others. There is not enough Black representation in the cannabis industry and he wants to break the mold—not just for himself, but for his community. He wants to help supply job opportunities, raise awareness, further education and evidence-based research, and carry on the conversation surrounding cannabis-use and the stigmatization. This is how Michael intends to make a change, one plant at a time.

---

**MELISSA FORBES (CFO)**- RESPONSIBLES FOR COORDINATING WITH CONTRACTED FINANCIAL COMPLIANCE AGENCIES IN ORDER TO INSURE COMPLIANCE WITH CCC REGULATIONS, PROPOSES FINANCIAL PLANS AND POTENTIAL GROWTH OPPORTUNITIES TO THE BOARD FOR VOTE. HOLDS ONE VOTE ON THE CORPORATE BOARD OF DIRECTORS.

Melissa Forbes is a Family Nurse Practitioner with a passion for supporting her community. She currently works in an environment that allows her to advocate for disenfranchised individuals who would normally not receive the level of care she is able to provide.

Her drive comes from being a first generation Haitian American in which she witnessed first hand how a language barrier can disrupt the efficiency of providing care. She has translated those experiences into serving as Vice President for an organization geared toward remedying these issues in the Haitian American population.

Melissa has over 10 years experience in the healthcare industry with aspirations of using her skills to translate into her entrepreneurial goals.

---

**JONATHAN FRANCIS (CIO)**- RESPONSIBLE FOR IDENTIFYING POTENTIAL FLEET TARGET AREAS AND PROPOSES THOSE TO THE BOARD . COORDINATES WITH THE LANDLORD AND ABUTTERS. HOLDS ONE VOTE ON THE CORPORATE BOARD OF DIRECTORS.

Jonathan Francis is a born entrepreneur. In 2004 he ventured into apparel and started his own clothing company and later went on to manage local recording artists. An occupation as a banking agent honed his skills in customer service and sparked his interest in investing. He later on went on to become project manager for one of the largest management firms in New York City.

In 2020 Jonathan ventured fully into the real estate business, opening a realty company. Today, he is counted amongst the leadership of the Gasbus and lends his many unique skills to the team.

---

**TADYRA ROSE (CMO)-** RESPONSIBLE FOR DEVELOPING MARKETING STRATEGIES AND PROPOSING THOSE TO THE BOARD OF DIRECTORS. COORDINATES WHITE LABELING EFFORTS AND ANY PROMOTIONAL WORK. HOLDS ONE VOTE ON THE CORPORATE BOARD OF DIRECTORS.

As a child Tadyra watched her Curaçaoan mother start a business as an event designer; the rest is history. 15 years ago, while planning her own wedding Tadyra discovered her passion for transforming mundane spaces into beautiful arenas for memories.

To support her family and explore her nurturing nature she pursued a career as a patient care tech at the Kings County hospital of NY. Maternity leave presented an opportunity to develop her craft in event decor. Small tokens of appreciation for family and coworkers blossomed into DREAMWORK DIVA, LLC - established in 2015. Dreamwork Diva has partnered with established retailers (Michaels and Macy's) as well as doing events for top recording artists (A Boogie, Juelz Santana and Mary J Blige). All this while being a wife, caretaker for her parents, and mother of 3 children.

With over 10 years of local event experience, we know how to create that WOW factor. From the Event Planning to Floral installs, Paper Flower Designs, we can help you build your event from the ground up as well as give you a one of a kind floral experience. Check out the portfolio below to see some memories from our past events.

---

**MONIQUE MILLER (CSO)-** RESPONSIBLE FOR REVIEW SALE TRENDS AND REPORTING TO THE BOARD. COORDINATES WITH POS SYSTEM REPRESENTATIVES TO ENSURE PROPER TRACKING AND REPORTING TO METRC. HOLD ONE VOTE ON THE CORPORATE BOARD OF DIRECTORS.

Monique Miller is a Sales expert in the high growth Software-as-a-Service field. She began her journey in the industry at Bentley University, where she graduated with a degree in Professional Sales. From there, she went on to jump start her career at Salesforce, the biggest Customer Relationship Management company in the world. Working in the Sales field taught her a great deal about the importance of building relationships and honed her problem solving skills. She strives to make a difference in the lives of the people she works with and enjoys being a resource to those who seek information and guidance.

Her desire to be a trusted resource began even before she entered the sales world. During her tenure at Bentley, she volunteered as a Lead Program Manager for an after school program, created to teach 7 to 12 year olds about mental health and wellness in addition to various other mentorship roles available on campus.

In her current role as Customer Success Resource, she has continued on her journey of providing information and guidance. She is currently responsible for maintaining a book of business of over 200 clients to whom she provides relevant product and industry information. She is excited to bring her sales acumen and client facing experience to this new venture.

---

JASON DUPONT (COO)- RESPONSIBLE FOR DEVELOPING DRIVE TRAINING PROGRAMS AND PRESENTING THOSE TO THE BOARD. COORDINATES WITH CONTRACTED LAST MILE OPTIMIZATION TO IMPLEMENT TRANSPORTATION PROCEDURES. HOLDS ONE VOTE ON THE CORPORATE BOARD OF DIRECTORS.

Growing up in Flatbush, Brooklyn in the 80s and 90s Jason witnessed first hand how the unfairly implemented war on drugs negatively affected many families including his own. His grandparents were entrepreneurs and had done well for themselves as immigrants to New York City from the Caribbean. It was from them he learned the vision and drive it takes to start and maintain a business in a highly competitive and fast paced environment like Brooklyn, NY. Jason was hired as a driver for FedEx Ground at the age of 19 and worked there for 6 years. In his first 2 years at FedEx he reduced daily completion times on 3 routes by adjusting the loading and delivery procedures.

In 2017 Jason had gone into business for himself, driving as a contractor with Uber, Uber Eats, and Lyft, as well as starting his own private chauffeur company. Jason is excited to implement his 11 years of experience as a delivery driver and chauffeur into building a delivery company in a budding industry with safety and efficiency as the top properties.

---

## COMPANY DESCRIPTION

---

### STRUCTURE

Gasbus is a Massachusetts domestic limited liability company that is applying for a license from the Commission to operate a Marijuana Operator company in the Commonwealth. Gasbus will ensure that no person or entity other than those disclosed in Gasbus' application will be a Person or Entity Having Direct or Indirect Control in Gasbus' Marijuana Operator License.

Gasbus will file, in a form and manner specified by the Commission, an application for pre-certification, which will include information about the business and the individuals having direct or indirect control over the business; background check disclosures; and summaries of operating policies and procedures.

Once invited, Gasbus will subsequently file a provisional license application to operate a Marijuana Delivery Operator License, which will include property interest documentation; capital resources documentation; any agreements with third-party technology platform providers (if known and executed at the time); Community Outreach Meeting documentation; Host Community Agreement certification; background check authorization forms; certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance; and additional narratives, including a Positive Impact Plan and a Diversity Plan.

## OPERATIONS

---

---

## ORDERS

All orders for delivery by Gasbus will comply with the following requirements:

1. All marijuana and marijuana products (“Products”) delivered by Gasbus will be obtained from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which Gasbus has a delivery agreement.
2. Gasbus shall operate a Warehouse for the purpose of storing Finished Marijuana Products.
3. Orders for home delivery will be received by a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and transmitted to Gasbus for delivery to a residence.
4. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Gasbus.
5. Gasbus will deliver Products only to the residence address provided. Gasbus will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
6. Gasbus will only deliver Products for which a specific order has been received by a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which Gasbus has a delivery agreement. Gasbus is prohibited from delivering Products without a specific order destined for an identified residence.
7. Gasbus will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Gasbus will only deliver one individual order, per Customer, during each delivery.
8. Gasbus will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
9. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Gasbus to the Customer.
10. Any Product that is undeliverable or is refused by the Customer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. Gasbus is prohibited from maintaining custody of Products intended for delivery overnight. Gasbus will ensure that any undelivered product is returned to the appropriate marijuana establishment and not retained by Gasbus.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

---

## CUSTOMER VERIFICATION OF AGE

Gasbus will require any Customer making a purchase for delivery by Gasbus to have the government-issued photo identification the consumer intends to use to verify her or his age at the time of delivery examined and authenticated by Gasbus prior to the first individual order.

Pre-verification of the Customer's identification will be performed prior to the initial delivery through a Commission approved electronic means and will include examination of the Customer's valid, unexpired government issued photo identification that lists a date of birth.

Gasbus delivery agents will not deliver Products to any individual other than the consumer who ordered the Products. A Gasbus agent, at the time of delivery of the Products to the consumer, will verify that the consumer is 21 years of age or older.

Prior to relinquishing custody of the Products to the Customer, a Gasbus agent conducting the delivery will verify that the identification of the Customer receiving the Products matches the pre-verified identification of the Customer who placed the order for delivery by:

- Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(5)(a);
- Viewing proof of order generated at the time of order; and
- Receiving the signature of the consumer who ordered Products on the manifest for the Products and verifying that the signature matches the government-issued photo identification presented.

Gasbus will collect and maintain relevant information about an individual Customer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive the Products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially.

## SECURITY

Gasbus will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and Gasbus' dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
  - a. two-way digital or analog radio (UHF or VHF);
  - b. cellular phone; or
  - c. satellite phone.
5. A global positioning system (GPS) monitoring device that is:
  - a. Not a mobile device; and
  - b. Attached to the vehicle at all times that the vehicle contains Products; and
  - c. Monitored by Gasbus at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30 minutes. Gasbus may delegate monitoring of the GPS to a Third-party

Technology Platform Provider with whom Gasbus has a contract, provided that Gasbus will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000

6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
  - a. the ability to produce a clear color still photo whether live or recorded; and
  - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

Gasbus agents engaged in the delivery of Products to a Customer will have on their person an operational body camera during all times that the Gasbus agent is outside of the delivery vehicle for the purpose of transacting a delivery in accordance with Commission regulations and requirements.

Gasbus agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two Gasbus agents. At least one Gasbus agent will remain with the vehicle at all times that the vehicle contains Products.

All Gasbus agents acting as delivery employees of Gasbus will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

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

A Gasbus agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which Gasbus is licensed within 24 hours of the discovery of such a discrepancy. Gasbus 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.

The following individuals will have access to Gasbus operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;

2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles Gasbus uses for home delivery are subject to inspection and approval by the Commission prior to being put into use. Gasbus understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from Gasbus vehicles and from marijuana establishment agents performing home deliveries.

### BENEFITS TO THE HOST COMMUNITY

Gasbus looks forward to working cooperatively with its host community to ensure that Gasbus operates as a responsible, contributing member of that community. Gasbus will establish a mutually beneficial relationship with its host community in exchange for permitting Gasbus to site and operate.

Gasbus' host community stands to benefit in various ways, including but not limited to the following:

1. Jobs: Gasbus will create new, full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with community impact fee payments will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Gasbus will allow Customers in the Commonwealth to have access to high quality Products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Gasbus' security systems and processes.
5. Responsibility: Gasbus is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Gasbus' operations will help to contribute to the overall economic development of the local community.

### MARKET RESEARCH

#### CUSTOMERS

Gasbus will only deliver marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

#### COMPETITORS



Gasbus' competitors include other licensed Marijuana Delivery Operators in the Commonwealth. Being a certified Social Equity applicant puts Gasbus in a unique position in the Massachusetts cannabis industry, as it allows Gasbus to be one of a select few entities that can hold a Delivery Operator license for a period of at least 24 months from the date the first Delivery Operator licensee receives a notice to commence operations.

---

#### STATE AND LOCAL COMPLIANCE

Gasbus is a Massachusetts domestic limited liability company. Gasbus will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Gasbus will apply for all state and local permits and approvals required to operate its Delivery Operator License.

Gasbus will also work cooperatively with various municipal departments to ensure that its proposed operations comply with all state and local codes, rules and regulations.

Gasbus will remain current on the municipalities that it can deliver to, which will include the following locations:

- The municipality that Gasbus is located in;
- Any municipality that allows for retail operations, whether or not a Marijuana Retailer is operational; and
- Any municipality that has notified the Commission that delivery may operate within its borders.

In determining what municipalities Gasbus can deliver to, Gasbus will rely in part on the Commission's Municipal Zoning Tracker: <https://mass-cannabis-control.com/municipaltracker/>. Additionally, Gasbus will conduct its own research and will communicate directly with municipalities to further confirm the ability to make deliveries in such municipalities.

Gasbus will maintain records, which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Gasbus will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Gasbus will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Gasbus will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Prior to commencing operations, Gasbus will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will



ensure payment of the cost incurred for winding down business operations. If Gasbus is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Gasbus has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

## ADVERTISING & SALES

---

### GROWTH STRATEGY

Gasbus' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience for consumers; and
4. A caring and thoughtful staff made of consummate professionals.

As Gasbus grows, Gasbus plans to expand both the municipalities in which we offer delivery services and the number of delivery vehicles and agents we employ, thereby expanding our footprint in Massachusetts. Gasbus will develop sales and financial benchmarks to determine whether and when we will expand our delivery services.

### COMMUNICATION

---

Gasbus will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will 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.

All advertising produced by or on behalf of Gasbus will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edibles may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Gasbus will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Gasbus will market its products and services to reach a wide range of qualified consumers.

Gasbus will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

---

## SALES

Gasbus will sell its services by engaging Customers with a robust social media marketing campaign, while engaging Marijuana Cultivators and Marijuana Product Manufacturers with our top-of-the-line delivery services that can drastically increase their Customer base.

Gasbus will work with Marijuana Cultivators and Marijuana Product Manufacturers to ensure that all Products that are delivered to Customers are sold in child-resistant packaging. Packaging for Products sold to Customers, including any label or imprint affixed to any packaging containing Products or any exit packages, will not be attractive to minors.

Packaging for Products sold to Customers in multiple servings will allow a Customer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Gasbus will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any Product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

While engaging Marijuana Cultivators and Marijuana Product Manufacturers, Gasbus will ensure that packaging and labeling standards are met prior to agreeing to deliver Products.

---

## LOGO

Gasbus will develop a brand name to be used for its advertising on its website, delivery platform, and social media accounts. The brand name will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo will not be used for Gasbus’ vehicles, as those will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.

## CLOSING REMARKS

Gasbus has the experience and know-how to safely and efficiently deliver marijuana and marijuana products to consumers throughout the Commonwealth. Gasbus hopes to bring its high-quality standards to adult-use consumers to provide them with convenient, expanded access to the products that they need without the continuous need to step outside of their homes.

Gasbus' security systems and technology-driven logistics will also help ensure safe and secure deliveries that will help deter and prevent diversion.

Gasbus is well positioned in the cannabis delivery market to contribute to the continued growth of the Massachusetts cannabis industry. Gasbus is comprised of a highly experienced team of successful operators and industry influencers working under an established framework of high quality standard operating procedures and growth strategies. We look forward to working cooperatively with municipalities and consumers to increase access, spread financial benefits, and further reduce any stigmas associated with cannabis.



## PLAN FOR OBTAINING LIABILITY INSURANCE

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

Vehicles used for delivery by Gasbus will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, Gasbus will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Gasbus will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

## ENERGY COMPLIANCE PLAN

Gasbus LLC (“Gasbus”) is currently exploring utilizing vehicles that use alternative fuels, to help to reduce carbon emissions and increase Gasbus’ energy security. Gasbus will regularly evaluate alternative fuel vehicle options. When making vehicle fleet decisions, Gasbus will consider the following factors: fuel efficiency; security; functionality; dependability; ability to outfit to meet the requirements of the Commission’s regulations and guidance; and cost. Given the magnitude of Gasbus’ travel throughout the Commonwealth, Gasbus will place an emphasis on fuel-efficient vehicles 1) to reduce emissions; and 2) to reduce fuel expenditures.

In addition to seeking energy efficient vehicles as described above, Gasbus will demonstrate consideration of the following factors as they relate to the business location:

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

Gasbus will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission.

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

## INVENTORY PLAN

Gasbus LLC (“Gasbus”) will maintain real-time inventory in compliance with 935 CMR 500.105(8) and track all Marijuana and Marijuana Product deliveries using, Metrc, the Seed-to-sale SOR as designated by the Commission. Gasbus will only deliver inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. All Marijuana and Marijuana Products delivered by Gasbus will be obtained from a licensed Marijuana Establishment with which Gasbus has a Wholesale Agreement. All agreements between Gasbus and a Marijuana Establishment will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission shall be notified in writing of any substantial modification to a Wholesale Agreement.

The maximum retail value of Marijuana or Marijuana Products allowed in Gasbus’ vehicle at any one time shall be \$10,000. Marijuana and Marijuana Products will be transported in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). Gasbus will maintain, in each vehicle used for deliveries of Marijuana and Marijuana Products, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. The compartment will be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.

Gasbus will establish inventory controls and procedures for inventory reviews, which will include conducting a monthly inventory of marijuana and conducting a comprehensive annual inventory. Gasbus will promptly transcribe inventories if taken by use of an oral recording device. The minimum inventory record requirements will include, the date, a summary of findings, and the names, signatures, and titles of the individuals who conducted the inventory. Gasbus will track all marijuana products, using Metrc.

## ORDERS

All orders for delivery by Gasbus will comply with the following requirements.

1. Only marijuana products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Gasbus.
2. Gasbus will deliver Products only to the residence address provided. Gasbus will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
3. Gasbus will only acquire its inventory at its Warehouse.
4. Gasbus will only deliver Products for which a specific order has been received. Gasbus is prohibited from delivering Products without a specific order destined for an identified residence. An order may be generated directly through Gasbus or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1) (e).
5. Gasbus will not deliver more Products to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3).
6. Gasbus will only deliver one individual order, per consumer, during each delivery.

7. Gasbus will not deliver to the same consumer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by Gasbus to the consumer.
9. Any Product that is undeliverable or is refused by the consumer will be transported back to the establishment once all other deliveries included on a delivery manifest have been made.

#### MANIFESTS

Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to Gasbus. A manifest will be completed in duplicate, with the original manifest remaining with Gasbus during the delivery. The manifest must be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of Gasbus. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. Gasbus will retain all transportation manifests for no less than one year and make them available to the Commission on request.

A signed manifest shall serve as the written record of the completion of the delivery. The manifest will, at a minimum, include:

1. The name, address, and License number of Gasbus;



## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

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

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

### AGENT PERSONNEL RECORDS

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

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

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

### AGENT BACKGROUND CHECKS

- In addition to completing the Commission’s agent registration process, all agents hired to work for Gasbus will undergo a detailed background investigation prior to being granted access to a Gasbus facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Gasbus pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with Gasbus.
- For purposes of determining suitability based on background checks performed in

accordance with 935 CMR 500.030, Gasbus will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Gasbus will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Gasbus will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.
  - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

#### Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Gasbus or the Commission.

#### PERSONNEL POLICIES AND TRAINING

As outlined in Gasbus' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Gasbus agents are required to complete training as detailed in Gasbus' Qualifications and Training plan which includes but is not limited to Gasbus' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by Gasbus and a comprehensive discussion regarding Gasbus' policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Gasbus will have a policy for the immediate dismissal of any agent who has:

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

All individuals delivering Marijuana and Marijuana Products for Gasbus directly to Consumers will be employees of Gasbus and will hold a valid Gasbus agent registration.

## RECORDKEEPING

Gasbus LLC (“Gasbus”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Gasbus documents. Records will be stored at Gasbus in a locked room designated for record retention.

To ensure that Gasbus is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Gasbus’ quarter-end closing procedures. In addition, Gasbus’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Gasbus will maintain its records in accordance with generally accepted accounting principles.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Contracts
- Delivery Agreements
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Gasbus.
- Personnel Records

At a minimum, Personnel Records will include:

  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Gasbus and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Gasbus will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
  - Gasbus will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.
- Incident Reporting Records
  - Within ten (10) calendar days, Gasbus will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours

of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Gasbus for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Gasbus' jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are to be disposed of, Gasbus will create and maintain a record of any marijuana or marijuana products returned for waste disposal. Gasbus will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Gasbus is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Gasbus will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records
  - Records that any and all of Gasbus' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Gasbus shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure

- In the event Gasbus closes, all records will be kept for at least two (2) years at Gasbus' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Gasbus will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures
  - Policies and Procedures related to Gasbus' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
  - Gasbus will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

## MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with Gasbus. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of Gasbus. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The name, address, and License number of Gasbus;
2. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
3. The consumer's name and address;
4. A description of the Products being transported, including the weight and form or type of product;
5. Signature lines for the agents who transported the Products;
6. A signature line for consumer who receives the Products.; and
7. The Gasbus vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, Gasbus agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

Gasbus will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

### THIRD-PARTY PLATFORMS

Gasbus may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between Gasbus and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). Gasbus will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

### WHOLESALE AGREEMENTS

Gasbus will only purchase Marijuana or Marijuana Products from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which the Gasbus has a Wholesale Agreement. Gasbus will establish a Pre-verification process for Consumers who intend to place orders for delivery. All agreements between Gasbus will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a).

### RECORD-RETENTION

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



## MAINTAINING OF FINANCIAL RECORDS

Gasbus LLC's ("Gasbus") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Gasbus will deliver marijuana and marijuana products directly to consumers and will obtain the marijuana products from a Marijuana Establishment with whom Gasbus has a Wholesale Agreement. All agreements between Gasbus and a marijuana establishment will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over nature.
- All applicable sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a sales recording module approved by DOR;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Gasbus determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the financial recording system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
  - Gasbus will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

## QUALIFICATIONS AND TRAINING

Gasbus LLC (“Gasbus”) will ensure that all individuals hired will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Gasbus will maintain a list of anticipated positions and their qualifications, which (at a minimum) will require the following.

### QUALIFICATIONS AND SUITABILITY

In accordance with 935 CMR 500.030, all candidates for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Gasbus will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Gasbus discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Gasbus will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

All individuals delivering marijuana and marijuana products directly to Consumers will be employees of Gasbus and will hold a valid Marijuana Establishment Agent registration and have a driver’s license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Gasbus prior to transporting or otherwise handling Gasbus’ products.

### TRAINING

As required by 935 CMR 500.105(2), and prior to performing job functions, each agent will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

Gasbus agents will first take the Basic Core Curriculum. After successful completion of the Basic Core Curriculum, each Gasbus agent involved in the handling or sale of marijuana for adult use will fulfill (at a minimum) the four-hour RVT requirement every year thereafter for Gasbus to maintain designation as a Responsible Vendor. In addition to the Basic Core Curriculum, all Gasbus agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement will have attended and successfully completed the Delivery Core Curriculum

All owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will attend the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Gasbus is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling

and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Gasbus will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Gasbus’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Gasbus’ agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices;
8. Marijuana’s effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing signs of impairment
9. Diversion prevention and prevention of sales to minors, including best practices;
10. Compliance with all tracking requirements;
11. Acceptable forms of identification, including:
  - How to check identification;
  - Spotting false identification; and
  - Common mistakes made in verification
12. Other key state laws and rules affecting Owners, managers, and employees, including:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability;
  - License sanctions;
  - Waste disposal;
  - Health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale;
  - Conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records;
  - Privacy issues; and
  - Prohibited purchases and practices.

## **Job Description**

### Delivery Agent

Delivery Agents are responsible for ensuring that marijuana and marijuana products are transported from Marijuana Establishments in which Gasbus has a wholesale agreement with. Delivery Agent responsibilities include:

- Following best practice for safety, both on the road and while receiving and delivering products;
- Communicate with Security Agents while on the road every thirty minutes;
- Meet delivery deadlines daily;
- Log entries, and maintain manifest log; and
- Ensure you are adhering to Gasbus' security and transportation policies and procedures as well as the Delivery Plan.

## DIVERSITY PLAN

### Statement of Purpose

The cannabis industry is in its infancy stages, and like many industries before it was preceded by the persecution and discrimination of a particular community. Our goal at Gas Bus is to insure that those in that community see the benefits of the growth in this industry. In order to do that we will employ a priority review status in our application process accompanied with our hiring goals. From there we will be promoting from within and have dedicated time to educate our employees on other opportunities available in the cannabis field.

### Goals

In order for Gas Bus to promote equity for the above-listed groups in its operations, Gas Bus has established the following goals:

- 40%-50% of the staff are people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.
- 40%-50% of the vendors are businesses owned by people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.

### Programs

Gas Bus has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- All applicants that meet those conditions will be given a priority review status in the application process. In addition management programs will be developed in order to accelerate the internal promotion of the staff from that expedited applicant pool.
- We've curated a list of wholesale targets specifically targeting EEA, SEP, and DBE licensees, who tend to fall in this category. We also plan to highlight specific products from these suppliers on a regular basis, to help bring product and brand awareness to these companies.

### Measurements

The CMO will administer the Diversity Plan and will be responsible for developing measurable outcomes to ensure Gas Bus continues to meet its commitments. Such measurable outcomes, in accordance with Gas Bus' goals and programs described above, include:

- Majority of staff are *people of color*, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people. With the majority of new management staff being internal promotions.
- The majority of our vendors being made up of *people of color*, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.

Beginning upon receipt of Gas Bus' first Provisional License from the Commission to operate a Marijuana Establishment in the Commonwealth, Gas Bus will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CMO will review and evaluate Gas Bus' measurable outcomes no less than annually to ensure that Gas Bus is meeting its commitments.

Gas Bus is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

## DIVERSITY PLAN

### Statement of Purpose

The cannabis industry is in its infancy stages, and like many industries before it was preceded by the persecution and discrimination of a particular community. Our goal at Gas Bus is to insure that those in that community see the benefits of the growth in this industry. In order to do that we will employ a priority review status in our application process accompanied with our hiring goals. From there we will be promoting from within and have dedicated time to educate our employees on other opportunities available in the cannabis field.

### Goals

In order for Gas Bus to promote equity for the above-listed groups in its operations, Gas Bus has established the following goals:

- 40%-50% of the staff are people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.
- 40%-50% of the vendors are businesses owned by people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.

### Programs

Gas Bus has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- All applicants that meet those conditions will be given a priority review status in the application process. In addition management programs will be developed in order to accelerate the internal promotion of the staff from that expedited applicant pool. This program will run bi-annually and highlight three major pillars with our organization; Culture, Compliance & Staff Lead.
- We've curated a list of wholesale targets specifically targeting EEA, SEP, and DBE licensees, who tend to fall in this category. We also plan to highlight specific products from these suppliers on a regular basis, to help bring product and brand awareness to these companies. As a company we have already begun touring facilities like Trade Roots to begin working out those partnerships as well as get introductions to other SEP business owners. We have gathered a full list of the manufactures and cultivators from the CCC website in order to ensure we reach out to every SEP applicant and set up facility tours.

### Measurements

The CMO will administer the Diversity Plan and will be responsible for developing measurable outcomes to ensure Gas Bus continues to meet its commitments. Such measurable outcomes, in accordance with Gas Bus ' goals and programs described above, include:

- Majority of staff are *people of* color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people. With the majority of new management staff being internal promotions.
- The majority of our vendors being made up of *people of* color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people.



Beginning upon receipt of Gas Bus ' first Provisional License from the Commission to operate a Marijuana Establishment in the Commonwealth, Gas Bus will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CMO will review and evaluate Gas Bus ' measurable outcomes no less than annually to ensure that Gas Bus is meeting its commitments.

1

Gas Bus is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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



Gasbus LLC (“Gasbus”) will ensure that all individuals hired will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Gasbus will maintain a list of anticipated positions and their qualifications, which (at a minimum) will require the following.

#### Qualifications and Suitability

In accordance with 935 CMR 500.030, all candidates for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Gasbus will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Gasbus discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Gasbus will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

All individuals delivering marijuana and marijuana products directly to Consumers will be employees of Gasbus and will hold a valid Marijuana Establishment Agent registration and have a driver’s license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Gasbus prior to transporting or otherwise handling Gasbus’ products.

#### Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each agent will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

Gasbus agents will first take the Basic Core Curriculum. After successful completion of the Basic Core Curriculum, each Gasbus agent will fulfill (at a minimum) the four-hour RVT requirement every year thereafter for Gasbus to maintain designation as a Responsible Vendor. In addition to the Basic Core Curriculum, all Gasbus agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement will have attended and successfully completed the Delivery Core Curriculum

All owners, managers, and employees at the time of licensure or renewal of licensure will attend the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Gasbus is designated a “Responsible Vendor”, all new employees will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain

designation as a “Responsible Vendor”.

Gasbus will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Gasbus’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Gasbus’ agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices;
8. Marijuana’s effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing signs of impairment
9. Diversion prevention and prevention of sales to minors, including best practices;
10. Compliance with all tracking requirements;
11. Acceptable forms of identification, including:
  - How to check identification;
  - Spotting false identification; and
  - Common mistakes made in verification
12. Other key state laws and rules affecting Owners, managers, and employees, including:
  - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability;
    - License sanctions;
    - Waste disposal;
    - Health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale;
    - Conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Licensee responsibilities for activities occurring within licensed premises;
    - Maintenance of records;
    - Privacy issues; and
    - Prohibited purchases and practices.

## **Job Description**

### **Delivery Agent**

Delivery Agents are responsible for ensuring that marijuana and marijuana products are transported from Marijuana Establishments in which Gasbus has a wholesale agreement with. Delivery Agent responsibilities include:

- Following best practice for safety, both on the road and while receiving and delivering products;
  - Communicate with Security Agents while on the road every thirty minutes; ●
- Meet delivery deadlines daily;
- Log entries, and maintain manifest log; and
  -
- Ensure you are adhering to Gasbus' security and transportation policies and procedures as well as the Delivery Plan.

## Operating Policies and Procedures (Restricting Access to Individuals 21 or Older)

Gas Bus LLC is applying to be a delivery operator, as such our facility is not really open to the public. All employees, registered agents and visitors must be 21 years of age or older . 935 CMR 500.029, 500.030 and 935 CMR 500.002. The doors to enter our facility are all passcode and key card access. Our dispatch agents are required to check the I.D of all visitors, only those 21 and older with the proper credentials will be allowed to enter. Our dispatch officers will keep a log of every visitor who enters our facility.