



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1262
Original Issued Date: 11/18/2021
Issued Date: 11/18/2021
Expiration Date: 11/18/2022

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Grassp Ventures LLC

Phone Number: 617-852-0397 Email Address: masscannabisbusiness@gmail.com

Business Address 1: 141 W State St Business Address 2:
Business City: Granby Business State: MA Business Zip Code: 01033
Mailing Address 1: 82 Wendell Ave. Mailing Address 2: STE 100
Mailing City: Pittsfield Mailing State: MA Mailing Zip Code: 01201

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: SE303896

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control:
51
Role: Owner / Partner Other Role:
First Name: Daniel Middle Name: Last Name: Berger Suffix:
Gender: Decline to Answer User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French), American Indian or Alaska Native

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 26

Percentage Of Control: 26

Role: Executive / Officer

Other Role:

First Name: Veronica

Middle Name:

Last Name: Santarelli Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership:

Percentage Of Control: 26

Role: Director

Other Role:

First Name: Danielle

Middle Name:

Last Name: Grossman Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:

Percentage Of Control: 26

Role: Executive / Officer

Other Role:

First Name: Tyler

Middle Name:

Last Name: Rubin 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 5

Percentage Of Ownership: 23

Percentage Of Control: 23

Role: Executive / Officer

Other Role:

First Name: Howard

Middle Name:

Last Name: Rubin 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 6

Percentage Of Ownership:

Percentage Of Control: 23

Role: Executive / Officer

Other Role:

First Name: Joseph

Middle Name:

Last Name: Rubin Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Grassp Ventures LLC

Entity DBA: Grassp Health

DBA City:
Granby

Entity Description: Seeking licensure in the State of MA from the CCC to operate compliantly within state limits.

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Grassp Ventures LLC is comprised of all individuals listed in the previous section. Dan Berger, Social Equity Program Participant maintains 51% control; Grassp Inc. (Veronica Santarelli, Danielle Grossman, Tyler Rubin) maintains 26% ownership; and HOPE (Howard Rubin, Joseph Rubin) maintains 23% ownership.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Grassp Ventures LLC

Entity DBA:

Email:

masscannabisbusiness@gmail.com

Phone:

617-852-0397

Address 1: 141 W State St

Address 2:

City: Granby

State: MA

Zip Code: 01033

Types of Capital: Monetary/Equity

Other Type of

Total Value of Capital Provided:

Percentage of Initial Capital:

Capital:

\$2173.29

100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Delivery Operator Licensee: Business Interest of an Owner

Owner First Name:

Owner Last Name:

Owner Suffix:

Entity State Business Identification Number: N/A

Entity Legal Name: Grassp Inc.

Entity DBA:

Entity Description: Grassp Inc. provides essential delivery infrastructure to existing cannabis businesses.

Entity Phone: 623-562-3308

Entity Email:

vsantarelli@grassphealth.com

Entity Website: grassphealth.com

Entity Address 1: 14 South 41st Place

Entity Address 2:

Entity City: Phoenix

Entity State: AZ

Entity Zip Code: 85034

Entity Country: USA

Entity Mailing Address 1: 2425 Olympic Blvd, STE 4000-w PMB#237

Entity Mailing Address 2:

Entity Mailing City: Santa

Entity Mailing State: CA

Entity Mailing Zip Code:

Entity Mailing Country:

Monica

90404

USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Delivery Operator Licensee: Business Interest of an Owner

Owner First Name:

Owner Last Name:

Owner Suffix:

Entity State Business Identification Number: BL107384

Entity Legal Name: HOPE

Entity DBA:

Entity Description: Cultivating and manufacturing cannabis products in the Nevada market.

Entity Phone: 702-374-4859

Entity Email:

hrubin@hopemmj.com

Entity Website:

Entity Address 1: 4220 E Craig Rd Unit 5

Entity Address 2:

Entity City: North Las Vegas

Entity State: NV

Entity Zip Code: 89030

Entity Country: USA

Entity Mailing Address 1: 4220 E Craig Rd Unit 5

Entity Mailing Address 2:

Entity Mailing City: North Las

Entity Mailing State: NV

Entity Mailing Zip Code:

Entity Mailing Country:

Vegas

89030

USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 45 Congress St

Establishment Address 2: Building 4

Establishment City: Salem

Establishment Zip Code: 01970

Approximate square footage of the establishment: 3261

How many abutters does this property have?:

195

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	04.09.20_Form_HCA_Cert(1)(1).pdf	pdf	60ed8972504b25036f7573be	07/13/2021
Plan to Remain Compliant with Local Zoning	grassp.ventures-plan to remain compliant with local permits.bylaws - 7.14.21.docx.pdf	pdf	60ef093addf0e402a870f897	07/14/2021
Community Outreach Meeting Documentation	Grassp COM packet 7-14-2021 All Reduced.pdf	pdf	60ef401efb983a0274aae841	07/14/2021

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	NEVA Letter for PIP.pdf	pdf	60ee06a97a4b3b034a681959	07/13/2021
Plan for Positive Impact	Grassp Positive Impact Plan.pdf	pdf	613a0b4de140910769757f30	09/09/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Daniel

Last Name: Berger Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Veronica

Last Name: Santarelli Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: Director Other Role:
First Name: Danielle Last Name: Grossman Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 4

Role: Executive / Officer Other Role:
First Name: Tyler Last Name: Rubin Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 5

Role: Owner / Partner Other Role:
First Name: Howard Last Name: Rubin Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 6

Role: Executive / Officer Other Role:
First Name: Joseph Last Name: Rubin Suffix:
RMD Association: RMD Manager
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:
Entity Legal Name: Grassp Inc. Entity DBA: Federal Tax Identification Number
EIN/TIN: 47-2394265
Entity Description: Providing essential delivery infrastructure to
operating cannabis dispensaries.
Phone: 623-562-3308 Email: vsantarelli@grassphealth.com
Primary Business Address 1: 14 S 41st Pl Primary Business Address 2:
Primary Business City: Phoenix Primary Business State: AZ Principal Business Zip
Code: 85034
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	image_123927839.pdf	pdf	60edbc930bb484027d8bef7d	07/13/2021
Department of Revenue - Certificate of Good standing	Grassp Ventures LLC.pdf	pdf	60edecb41159b60338d4efbd	07/13/2021
Department of Unemployment Assistance - Certificate of Good standing	Unemployment Assistance Attestation.pdf	pdf	60eefbe184f3fe0296c42cfb	07/14/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	document(2).pdf	pdf	60edb534629ad9037af2089d	07/13/2021
Bylaws	MA Operating Agreement(1).pdf	pdf	60edbbe5da52e3026d4627db	07/13/2021

Massachusetts Business Identification Number: 001464649

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance(1).pdf	pdf	60b104fd86c10c3617e6643c	05/28/2021
Business Plan	Grassp Ventures LLC - Business Plan 2.2.pdf	pdf	6132621125900e079f2b546e	09/03/2021
Proposed Timeline	Grassp Launch Model.pdf	pdf	613a132cd905310789ae47e1	09/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Quality control and testing procedures	Summary of Operating Plans - QC.pdf	pdf	60b1057386c10c3617e66440	05/28/2021
Prevention of diversion	Summary of Operating Plans - Prevention of Diversion.pdf	pdf	60b105821c4d833622ce7d42	05/28/2021
Dispensing procedures	Summary of Operating Plans - Dispensing.pdf	pdf	60b105a2ff799435f6381a69	05/28/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Summary of Operating Plans - Delivery.pdf	pdf	60b105c8384f2636315c4e4b	05/28/2021
Qualifications and training	Summary of Operating Plans - Agent Qualifications.pdf	pdf	60b105dcb0ce31363c8dfdce	05/28/2021
Storage of marijuana	Summary of Operating Plans - Storage.pdf	pdf	60b106115f6249360c04f700	05/28/2021
Maintenance of financial records	Summary of Operating Plans - Financial Records.pdf	pdf	60b10653e03d9635ef5bd35d	05/28/2021
A plan to obtain marijuana and marijuana products	Summary of Operating Plans - Obtaining Marijuana and Marijuana Products(1).pdf	pdf	60b1108dd96e5535e03944ea	05/28/2021
A detailed plan for White Labeling	Summary of Operating Plans - White Labeling.docx.pdf	pdf	60db3439ddf0e402a870bac7	06/29/2021
Security plan	Summary of Operating Plans - Security - updated.docx.pdf	pdf	60db345284f3fe0296c3efec	06/29/2021
Transportation of marijuana	Summary of Operating Plans - Transportation - updated.docx.pdf	pdf	60db3468ddf0e402a870bad1	06/29/2021
Record-keeping procedures	Summary of Operating Plans -	pdf	60db347c3678b8028bd4146b	06/29/2021

	Recordkeeping - updated.docx.pdf			
Energy Compliance Plan	Summary of Operating Plans - Energy - updated.docx.pdf	pdf	60db3499ddf0e402a870bad5	06/29/2021
Inventory procedures	Summary of Operating Plans - Inventory - updated.docx.pdf	pdf	60db34b3504b25036f753d84	06/29/2021
Personnel policies	Summary of Operating Plans - Personnel Policies B.pdf	pdf	6132624038fd57079451905e	09/03/2021
Diversity plan	Summary of Operating Plans - Diversity Plan.pdf	pdf	613a140bb9f60d076b8d6cb2	09/09/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 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

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



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:

Grassp Ventures LLC

2. Name of applicant’s authorized representative:

Daniel Berger

3. Signature of applicant’s authorized representative:

DocuSigned by:
Daniel R. Berger
DC7026B410124B2...

4. Name of municipality:

City of Salem

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

Kim Driscoll



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

DocuSigned by:
Kimberly Driscoll
7F333B4E2F8B4CE...

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).*):

kdriescoll@salem.com

8. Host community agreement execution date:

6/8/2021



True East Leaf, LLC

Adult Use Marijuana Establishment for Delivery
47 Congress Street, Salem, Mass., Essex County
Assessor ID 34-0448-0

Plan to Remain Compliant with Local Permits and Zoning

Grassp Ventures, LLC, (the Applicant), is seeking a marijuana establishment permit for a marijuana delivery license at 47 Congress Street in the City of Salem and the site is located within the City's Industrial (I) zoning district and the use is allowed by special use permit from the City's Zoning Board of Appeals (ZBA).

The Applicant shall duly apply-for and comply-with the ordinance provisions and requirements and all applicable conditions that may be imposed by the Zoning Board during the permitting process. The Applicant's site meets the buffer and distancing/setback requirements from schools, etc., set forth in the City's ordinance and as set forth in the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The site is an industrial park with several, large, multi-level warehouse type buildings that host industrial, commercial and retail uses.

The time frame for obtaining this marijuana establishment special permit from ZBA is as follows: Upon formal filing with city clerk, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

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): 4-26-2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 4-8-2021

b. Name of publication: The Salem News

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: 4-13-2021

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: 4-13-2021

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:

Daniel Berger

Name of applicant's authorized representative:

Daniel Berger

Signature of applicant's authorized representative:

Daniel R. Berger





Dan Berger <dan@grassphealth.com>

Grassp Health Community Outreach Meeting

Victoria Caldwell <vcaldwell@saalem.com>

Tue, Mar 30, 2021 at 8:55 AM

To: Dan Berger <dan@grassphealth.com>

Hi Dan,

Yes, the company may hold the outreach meeting virtually.

Best,

[Quoted text hidden]

Number of attendees at COM

24

Link to COM

<https://youtu.be/EoF-zcc1T3k>



ATTACHMENT B

April 05, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Marijuana Delivery Operator Establishment is scheduled for **Monday April 26, 2021 at 6:00 p.m.** In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://us06web.zoom.us/j/84974375733>

Meeting ID: 849 7437 5733

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed Adult-Use Marijuana Delivery Operator Establishment is anticipated to be located 45 Congress Street, Building 4, Salem, MA 01970. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Grassp Ventures LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Name	Title	Title 2	Address	City	State
Victoria B. Caldwell	Assistant City Solicitor	City of Salem	93 Washington Street	Salem	MA 01970
Robert K. McCarthy	Ward 1 Councillor	City of Salem	93 Washington Street	Salem	MA 01970
Kimberley Driscoll	Mayor	City of Salem	93 Washington Street	Salem	MA 01970
Elizabeth Rennard	City Solicitor	City of Salem	93 Washington Street	Salem	MA 01970



ATTACHMENT C

April 05, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Marijuana Delivery Operator Establishment is scheduled for **Monday April 26, 2021 at 6:00 p.m.** In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://us06web.zoom.us/j/84974375733>

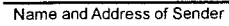
Meeting ID: 849 7437 5733

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed Adult-Use Marijuana Delivery Operator Establishment is anticipated to be located 45 Congress Street, Building 4, Salem, MA 01970. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Grassp Ventures LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



NEEDHAM HEIGHTS, MA
02484

\$1.76

R2305M146855-13

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USPS Tracking/Article Number

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Salem MA 01970

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Salem MA 01970

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Salem MA 01970

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Salem MA 01970

Total Number of Pieces Listed by Sender

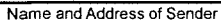
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Postmaster, Per (Name of receiving employee)

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery (COD) ☐ Signature Confirmation



NEEDHAM HEIGHTS, MA
02454

02494
APR 13, 21
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R2305M146855-13

USPS Tracking/Article Number

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Salem MA 01970

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Salem MA 01970

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Salem MA 01970

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**Total Number of Pieces
Listed by Sender**

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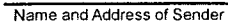
Lynn MA 01901

Salem MA 01970

Salem MA 01970

Salem MA 01970

For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express☐ Adult Signature Restricted Delivery ☐ Registered Mail☐ Certified Mail☐ Certified Mail Restricted Delivery☐ Collect on Delivery (COD)☐ Priority Mail Express☐ Registered Mail☐ Return Receipt for☐ Return Receipt
Merchandise

☐ Signature Confirmation



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494
APR 13

APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Salem MA 01970

4.

5.

Salem MA 01970

6.

7.

Salem MA 01970

8.

Salem MA 01970

Total Number of Pieces
Listed by Sender

Total Number of Pieces Received at Post Office	
--	--

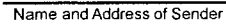
PS Form **3877**, January 2017 (Page 1 of 1)
PSN 7530-02-000-9098

Salem MA 01070

Salem MA 01970

[illegible]

For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express☐ Adult Signature Restricted Delivery ☐ Registered Mail☐ Certified Mail☐ Certified Mail Restricted Delivery☐ Collect on Delivery (COD)☐ Priority Mail Express☐ Registered Mail☐ Return Receipt for

☐ Retain Reser.
Merchandise

☐ Signature Confirmation

NEEDHAM HEIGHTS, MA
02461

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

Salem MA 01970

4.

Salem MA 01970

6.

Salem MA 01970

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Piece Received at Post Office
--

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

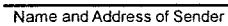
Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

Tip: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service	
<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Signature Confirmation



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494

APR 13, 21
AMOUNT

\$3.52

R2305M1 46855-13

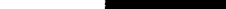
USPS Tracking/Article Number

1. [REDACTED]
Swampscott MA 01907

2. _____
3. _____ Salem MA 01970

4. [REDACTED]

5. [REDACTED] Boxford MA 01921-0208

6. 
7. Salem MA 01970

8. [REDACTED]
Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Item	Received at Post Office	Total Number of Pieces
1. <i>...</i>
2. <i>...</i>
3. <i>...</i>
4. <i>...</i>
5. <i>...</i>
6. <i>...</i>
7. <i>...</i>
8. <i>...</i>
9. <i>...</i>
10. <i>...</i>
11. <i>...</i>
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15. <i>...</i>
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43. <i>...</i>
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56. <i>...</i>
57. <i>...</i>
58. <i>...</i>
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74. <i>...</i>
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91. <i>...</i>
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100. <i>...</i>

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

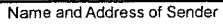
Salem MA 01970

Salem MA 01970

Watertown MA 02472

[illegible]

ice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Topsfield MA 01983

4.

5.

Salem MA 01970

6.

Salem MA 01970

7.

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Pieces Received at Post Office
1
2
3
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PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

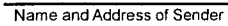
Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

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Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA
02461

02494
APR 1964

APR 13, 21
AMOUNT

\$3.52

R2305M1 46855-13

USPS Tracking/Article Number

1.

Marblehead MA 01945-3536

2.

3.

Salem MA 01970

4.

Boston MA 02113

5.

6.

Salem MA 01970

7.

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Category	Number of Pieces
Total Number of Pieces Received at Post Office	100

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

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Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA
02454

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Beverly MA 01915

4.

5.

Salem MA 01970

6.

7.

Salem MA 01970

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Pieces Received at Post Office
1
2
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PS Form **3877**, January 2017 (Page 1 of 2,
PSN 7530-02-000-9098

Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

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Name and Address of Sender

Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



0000

U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA
02461

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Beverly MA 01915

2.

3.

Salem MA 01970

4.

Salem MA 01970

6.

Salem MA 01970

7.

8.

Salem MA 01970

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
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PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

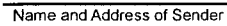
Salem MA 01970

Salem MA 01970

Marblehead MA 01945-2622

[illegible]

ce: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Required | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Salem MA 01970

4.

Salem MA 01970

6.

Salem MA 01970

7.

Salem MA 01970

Total Number of Pieces
Listed by Sender

Total Number of Pieces Received at Post Office	
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PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

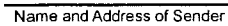
Swampscott MA 01907-1935

Salem MA 01970

Salem MA 01970

[illegible]

For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service	
<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	



U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494
APR 13, 21
AMOUNT
\$3.52
R2305M146855-13

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Salem MA 01970

4.

5.

Salem MA 01970

6.

Salem MA 01970

7.

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Pif Received at Post C	Number of Pif Received at Post A	Number of Pif Received at Post B
0	0	0
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
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37	37	37
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41	41	41
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44	44	44
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51	51	51
52	52	52
53	53	53
54	54	54
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56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
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81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

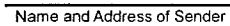
Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

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Name and Address of Sender

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express

☐ Adult Signature Restricted Delivery ☐ Registered Mail☐ Certified Mail☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise☐ Collect on Delivery (COD)☐ Priority Mail Express☐ Registered Mail☐ Return Receipt for☐ Return Receipt
Merchandise



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Peabody MA 01960

2.

Beverly MA 01915

3.

West Hartford CT 06107

4.

5.

Salem MA 01970

6.

Salem MA 01970

8.

Total Number of Pieces
Listed by Sender

Total Number of Pieces Received at Post Office	
--	--

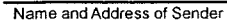
Salem MA 01970

Salem MA 01970

Susquehanna PA 18847

[illegible]

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Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery (COD) ☐ Signature Confirmation



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA
02464

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Beverly MA 01915

2.

3.

Salem MA 01970

4.

Salem MA 01970

5.

6.

Peabody MA 01960

7.

8.

Peabody MA 01960

**Total Number of Pieces
Listed by Sender**

Total Number of Pieces Received at Post Office	
--	--

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

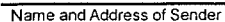
Revere MA 02151

Salem MA 01970

Beverly MA 01915

[illegible]

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Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ **Certified Mail** ☐ Return Receipt for Merchandise
☐ **Certified Mail Restricted Delivery**
☐ Collect on Delivery (COD) ☐ Signature Confirmation



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494

APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Salem MA 01970

4.

5.

Salem MA 01970

6.

Lynnfield MA 01940

7.

8.

Danvers MA 01923

Total Number of Pieces
Listed by Sender

Item	Quantity	Value	Total
Total Number of Pieces Received at Post Office			

PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

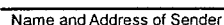
Swampscott MA 01907

Lynnfield MA 01940

Salem MA 01970

[illegible]

For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express☐ Adult Signature Restricted Delivery ☐ Registered Mail☐ Certified Mail☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise

0000

U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

NEEDHAM
02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1. Salem MA 01970

2. _____

3. _____
Salem MA 01970

4. [REDACTED]
Beverly MA 01915

6. [REDACTED]
Salem MA 01970

8. [REDACTED]
Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Piece: Received at Post Office	
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PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

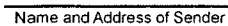
Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

ice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express☐ Adult Signature Restricted Delivery ☐ Registered Mail☐ Certified Mail☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise

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U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494
APR 18

APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Salem MA 01970

4.

Salem MA 01970

5.

6.

Marblehead MA 01945

7.

8.

Saratoga Springs NY 12866

**Total Number of Pieces
Listed by Sender**

Category	Total Number of Pieces Received at Post Office
1. General	10
2. Administrative	10
3. Financial	10
4. Legal	10
5. Medical	10
6. Other	10
Total	60

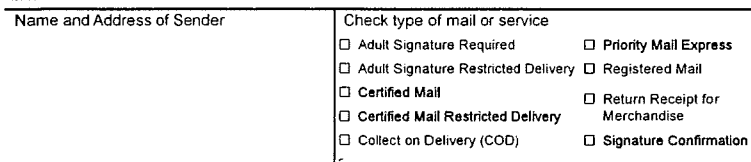
Salem MA 01970

Marblehead MA 01945

Saratoga Springs NY 12866

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U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494
APR 13, 21
AMOUNT
\$3.52
R2305M146855-13

USPS Tracking/Article Number


1. [REDACTED]
Salem MA 01970

2. _____

3. Salem MA 01970

4. _____
5. _____
Salem MA 01970

5 Salem MA 01970

6. 
Boxford MA 01921

Boxford MA 01921

8. _____ [REDACTED]
Cape Coral FL 33993

Cape Coral FL 33993

Total Number of Pieces Listed by Sender	Total Number of Piece Received at Post Off.
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PS Form 3877, January 2017 (Page 1 of
PSN 7530-02-000-9098

Salem MA 01970

Salem MA 01970

Salem MA 01970

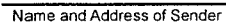
Salem MA 01970

Salem MA 01970

Salem MA 01970

[illegible]

For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender

Check type of mail or service

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| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery (COD) | |

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\$3.52

R2305M146855-13

USPS Tracking/Article Number

1.

Salem MA 01970

2.

3.

Swampscott MA 01907

4.

5.

Salem MA 01970

6.

Salem MA 01970

7.

8.

Salem MA 01970

**Total Number of Pieces
Listed by Sender**

Total Number of Pieces Received at Post Office	
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PS Form **3877**, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

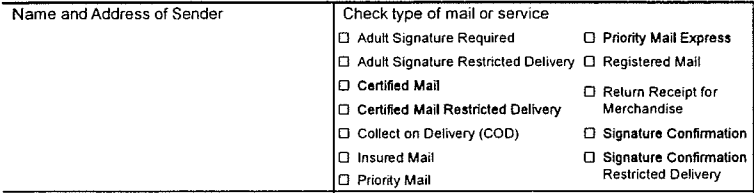
Salem MA 01970

Salem MA 01970

Chelsea MA 02150

[illegible]

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U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494
APR 13, 21
AMOUNT
\$3.52
R2305M146855-13

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)
1.	[REDACTED] Swampscott MA 01907
2.	[REDACTED] Lynn MA 01902
3.	[REDACTED] Salem MA 01970
4.	[REDACTED] Salem MA 01970
5.	[REDACTED] Wakefield MA 01880
6.	[REDACTED] Salem MA 01970
7.	[REDACTED] Peabody MA 01960
8.	[REDACTED] Salem MA 01970
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office

[illegible]



Name and Address of Sender

Check type of mail or service

<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	



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U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA

02494
APR 13, 21
AMOUNT

\$3.52

R2305M146855-13

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	[REDACTED] Salem MA 01970													
2.	[REDACTED] Salem MA 01970													
3.	[REDACTED]													
4.	[REDACTED] Salem MA 01970													
5.	[REDACTED] Salem MA 01970													
6.	[REDACTED]													
7.	[REDACTED] Lynnfield MA 01940													
8.	[REDACTED] Salem MA 01970													

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Salem MA 01970

Newton MA 02461

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Name and Address of Sender	Check type of mail or service	
	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery



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U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494
APR 13, 21
AMOUNT
\$3.52
R2305M146855-13

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	[REDACTED] Salem MA 01970													
2.	[REDACTED]													
3.	[REDACTED] Salem MA 01970													
4.	[REDACTED] Salem MA 01970													
5.	[REDACTED] Lynn MA 01901													
6.	[REDACTED] Saratoga Springs NY 12866													
7.	[REDACTED] Lynn MA 01904													
8.	[REDACTED] Salem MA 01970													

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
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[REDACTED]
Northhampton MA 01060



Name and Address of Sender

Check type of mail or service

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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
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<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

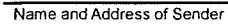


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U.S. POSTAGE PAID
NEEDHAM HEIGHTS, MA
02494
APR 13, 21
AMOUNT
\$3.52
R2305M146855-13

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	[Redacted] Salem MA 01970													
2.	[Redacted] Salem MA 01960													
3.	[Redacted] Salem MA 01970													
4.	[Redacted] Salem MA 01970													
5.	[Redacted] Salem MA 01970													
6.	[Redacted] Winthrop MA 02152													
7.	[Redacted] Salem MA 01970													
8.	[Redacted] Salem MA 01970													

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
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Check type of mail or service

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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	



U.S. POSTAGE PAID

NEEDHAM HEIGHTS, MA
02464

\$3.52

R2305M146855-13

Salem MA 01970

Salem MA 01970

Salem MA 01970

Salem MA 01970

Salem MA 01970

Salem MA 01970

Peabody MA 01960

Category	Number of Pieces
Total Number of Pieces Received at Post Office	100

Salem MA 01970

[illegible]

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\$3.08

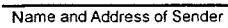


Name and Address of Sender	Check type of mail or service	
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	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation

USPS Tracking/Article Number	
1.	[REDACTED] Saratoga Springs NY 12866
2.	[REDACTED] [REDACTED]
3.	Salem MA 01970 [REDACTED]
4.	[REDACTED] Salem MA 01970
5.	[REDACTED] Salem MA 01970
6.	[REDACTED] [REDACTED]
7.	Salem MA 01970 [REDACTED]
8.	[REDACTED] Beverly MA 01915 [REDACTED]
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
PS Form 3877 January 2017 (Page 1 of 2)	Salem MA 01970

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USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)
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R2305M146855-13

Total Number of Pieces Listed by Sender	Total Number of Piece Received at Post Offi
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Swampscott MA 01907

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41 Jay St Unit 3

Gardner, MA 01440

EIN: 81-2401618

INFO@NEVAUSA.ORG

Phone: (603)508-6382

July 13, 2021

To the Massachusetts Cannabis Control Commission:

On behalf of the New England Veterans Alliance, Inc. (NEVA), a Massachusetts charitable corporation and IRS recognized 501(c)(3), we are happy to accept a donation of \$2,500 from Grassp Ventures LLC. We look forward to receiving the donation on an annual basis.

The purpose of NEVA is to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and build community for veterans. We are excited that Grassp Ventures LLC is interested in supporting our work.

Specifically, this donation will go towards our two programming areas: (1) Our "Veterans Cultivation Program" (VCP) supports veterans in learning how to cultivate cannabis. The goal of the VCP is to help educate the veteran community, to encourage self-sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to our local communities and (2) Peer support groups for veterans across New England.

We are an organization made up of veterans, and run by veterans. The majority of our members and leadership also come from communities that have been impacted, or have had their own lives impact, by the "war on drugs." Our membership and leadership are heavily made up of people meeting the following criteria:

- Residents of an area of disproportionate impact, as identified by the Cannabis Control Commission, for at least 5 of the past 10 years and an income that does not exceed 200% of the Federal Poverty Level;
- Past drug conviction(s) and residence in Massachusetts for at least the preceding 12 months
- Are married to or the child of a person with a drug conviction and residence in Massachusetts for at least the preceding 12 months;
- Have been arrested for cannabis or cannabis-related charges in any U.S. State; and/or
- Are women, Disabled, Native American, LGBTQ, African American, Hispanic, or other Minority.

For more information on our organization and programming, please visit: <https://www.nevausa.org/>

We are able to provide an annual report to Grassp Ventures LLC summarizing the use of the funds, as well as indicating whether the veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past drug convictions. A copy of the annual report will be provided to the Cannabis Control Commission upon request.

Respectfully,

Derek Cloutier

Derek Cloutier, President/Founder
New England Veterans Alliance Inc

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Grassp Ventures LLC (“Grassp” or “the Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Grassp’s Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

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

To support such populations, Grassp has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

#1 - Provide Massachusetts residents from ADIs with increased access to education and/or job training in the cannabis industry by giving financial support to *New England Veteran’s Alliance, Inc.*

#2 - Provide 50% of employment opportunities to residents of the City of Salem and surrounding ADIs (specifically Braintree, Chelsea, Haverhill, Lynn, Quincy, Revere and qualifying census tracts in Boston and Lowell) through direct employment.

PROGRAMS

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, Grassp will:

1. Give an annual donation of \$2,500 to *New England Veteran’s Alliance, Inc. (NEVA)*. NEVA endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts. Funds donated will support two *New England Veteran’s Alliance, Inc.* programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. *New England Veteran’s Alliance, Inc.* has a membership consisting heavily of Massachusetts residents

disproportionately impacted by the War on Drugs, including residents in Cannabis Control Commission defined “areas of disproportionate impact” and individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to NEVA will help residents of areas of disproportionate impact increase their chances of receiving a position in the cannabis industry through mentorship, educational, and information events in addition to networking opportunities with cannabis companies.

2. To the extent permissible by law, Grassp will make 50% of jobs available to local, qualified residents of the City of Salem and surrounding ADI’s; specifically Braintree, Chelsea, Haverhill, Lynn, Quincy, Revere and qualifying census tracts in Boston and Lowell; and such residency will be a positive factor in hiring decisions provided that this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements, including Section 2-2056 of the City of Salem’s Ordinance. Grassp will also work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the City and the surrounding ADI, to be a positive factor in retaining such vendors. Grassp will utilize Indeed.com and similar online job boards, as well as local job boards and industry events to attain these goals. Grassp will place bi-annual advertisements in the local newspaper, The Salem News, stating that the establishment is specifically looking for residents of the ADIs listed in Goal #2.

MEASUREMENTS

1. Grassp will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Grassp meets the Plan’s goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:
2. At the end of each year, Grassp will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to NEVA as outlined above. Grassp will continue to assess the viability and impact of financial donations made and annually review donation amounts. NEVA will provide an annual report to Grassp summarizing the use of the funds, as well as indicating the number of veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past drug convictions.
3. Grassp will annually compile and analyze employment demographics to ensure we are providing 50% of employment opportunities to residents of the City of Salem and surrounding ADIs, specifically Braintree, Chelsea, Haverhill, Lynn, Quincy, Revere and qualifying census tracts in Boston and Lowell.

DISCLOSURES

Grassp acknowledges and 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 Grassp will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Grassp understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001464649

1. The exact name of the limited liability company is: GRASSP VENTURES LLC

2a. Location of its principal office:

No. and Street: 141 W STATE ST
 City or Town: GRANBY State: MA Zip: 01033 Country: USA

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

No. and Street: 141 W STATE ST
 City or Town: GRANBY State: MA Zip: 01033 Country: USA

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

SEEKING LICENSURE IN MA FROM THE CANNABIS CONTROL COMMISSION TO OPERATE C
OMPLIANTLY WITHIN STATE LIMITS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE.
STE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC. 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	DANIEL RUDOLPH BERGER	141 W STATE ST GRANBY, MA 01033 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	VERONICA LEIGH SANTARELLI	141 W STATE ST GRANBY, MA 01033 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TYLER WILLIAM RUBIN	141 W STATE ST GRANBY, MA 01033 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of October, 2020,
DANIEL RUDOLPH BERGER

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

October 13, 2020 03:12 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

GRASSP VENTURES, L.L.C.
OPERATING AGREEMENT

THIS OPERATING AGREEMENT is dated 7/13/2021, 2021, among the Members and Member/Managers of GRASSP VENTURES, LLC a Massachusetts limited liability company. RECITAL:

In addition to the company itself, the parties are all of the Members and Member/Managers of a limited liability company under the laws of the State of Massachusetts. They desire to enter into this Agreement in connection with that company.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

GENERAL PROVISIONS

The Parties intend that the Company be operated in a manner consistent with its treatment as a "Partnership" for federal and state income tax purposes. The Parties also intend that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Party will take any action inconsistent with the intents expressed in this Section.

The name of this Company is GRASSP VENTURES LLC A different name may be selected from time to time by the Member/Managers (but in no event will the other name include the personal or proprietary name of any of the Members). The Company will hold all of its property in the name of the Company and not in the name of any Member or Member/ Manager.

The principal place of business of the Company is : 141 West State St., Granby, MA 01033. A different registered office or offices may be designated from time to time by the Member/Managers . The Company may also maintain other offices as the Member/Managers may deem advisable.

The purpose of the Company is to (i) conduct business activities related to the interests of the Member/Managers and Members of the LLC ((ii) engage in other activities incidental to the foregoing, (iii) have and exercise all the powers now or hereafter conferred by the laws of the State of Massachusetts on limited liability companies formed under the laws of that State, and

(iv) transact any and all lawful business for which limited liability companies may be organized under the laws of that State.

The existence of the Company commenced on the filing of its Articles of Organization. Its existence will continue in perpetuity, unless sooner terminated under this Agreement or pursuant to the Act.

The name and business address of the agent for service of process for the Company is: Massachusetts Registered Agent, LLC, 82 Wendell St #100, Pittsfield, MA 01210 A different agent for service of process may be selected from time to time by the Member/Managers.

The Member/Managers will from time to time (i) execute (or cause to be executed all certificates, fictitious name or business statements, and other documents, (ii) make (or cause to be made) all filings, recordings and publishings, and (iii) do (or cause to be done) other acts, in each case as the Member/Managers may deem necessary or appropriate to comply with the requirements of law for the formation and operation of the Company in all jurisdictions in which the Company desires to conduct business. Such execution, making or doing will be done by the Member/Managers within ten (10) days after the request of the Member/Managers.

Articles of Organization for the Company were executed and filed with the State of Massachusetts. If any provisions or any amendment to the Articles of Organization are inconsistent with any of the provisions of this Agreement, the provisions of this Agreement will govern and control as among the parties. The Member/Managers will cause the Company to be qualified or authorized to do business in any state in which qualification or authorization is necessary in connection with the conduct of the Company's business.

The Initial Capital Contribution of each Member and Member/Managers consists of either:

As to a Member or Member/Manager who is a Member or Member/Manager on the date of this Operating Agreement, the amount set forth in the books and records of the Company as such Member's or Member/Manager's Initial Capital Contribution. As to any Member or Member/Manager who becomes a Member or Member/Manager after such date, the initial contribution, if any, of such Member or Member/Manager to the capital of the Company. Additional Capital Contributions. No Member or Member/Manager will be obligated to make a Capital Contribution in addition to the Initial Capital Contribution, except as specified in this operating agreement, unless the individual Member or Member/Manager individually agrees to do so. Any additional capital contributions will be added to the initial capital contribution of a member or member/manager to determine their total capital contribution.

Loans from the Members or Member/Managers to the Company. A Member or Member/Manager may, with the approval of the Member/Managers, advance monies to the Company for use in the Company's operations. The advance will be an obligation of the Company to the Member or Member/Manager. The advance will bear interest at the Citi Bank Prime Rate plus 4 percent (4%) per annum. The advance will be deemed a loan by the Member or Member/Manager to the Company and will not be deemed a Capital Contribution. Any unpaid advances which are due and payable, together with accrued and unpaid interest which is due and payable, will be payable solely out of funds that would otherwise be Cash Available for Distribution. No Withdrawal of Capital Contributions. Except on dissolution and liquidation of the Company, or the unanimous approval of the Member/Managers no Member or Member/Manager will have the right to withdraw its Capital Contribution.

Except on dissolution or liquidation of the Company, and as described in the withdrawal section of this agreement there is no agreement for, or time set for, the return of any Capital Contribution of any Member or Member/Manager.

No Member or Member/Manager will be entitled to interest of any kind on account of a Capital Contribution.

Except as expressly stated in this agreement no Member or Member/Manager will have priority over any other Member or Member/Manager as to return of Capital Contributions, or to allocations of income, gain, losses, credits, deductions, or distributions.

The Member/Managers will from time to time determine the Cash Available for Distribution and distribute same to the Members and Member/Managers, Former Members or Member/Managers in proportion to their respective Distribution Units.

The Company will withhold amounts as may be required by applicable tax or other law. Any withheld amounts will be deemed to have been distributed to the Member or Member/Manager or Former Member or former Member/Manager with respect to whom the withholding obligation arose. To the extent the withheld amount exceeds the amount the Member or Member/Manager or Former Member or Former Member/Manager would have otherwise received, the excess will be counted towards future distributions to the Member or Member/Manager or Former Member or Former Member/Manager; any excess remaining at the time of dissolution of the Company will become a debt owed by the Member or Member/Manager or Former Member or Former Member/Manager to the Company. The Company will remit the withheld amounts to, and file the required forms with, the Internal Revenue Service or other applicable government agency. In the event of any claimed over-withholding, each Member or Member/Manager or Former Member or Former Member/Manager will be limited to an action

against the Internal Revenue Service or other applicable government agency for refund and hereby waives any claim or right of action against the Company on account of such withholding.

The Company has the right (but not the obligation) to withhold amounts distributable to or with respect to a Member or Member/Manager under Section 3.1 or any other provision of this Agreement during the pendency of a dispute between the Member or Member/ Manager and any other person regarding the status of the Member or Member/Manager or such person as a Member or Member/Manager , regarding any right, title or interest in the Member's or Member/Manager's Interest in the Company, or otherwise regarding the proper payee as to a distribution (regardless, in all cases, of whether such person is or was a creditor, spouse or other claimant of or against the Member or Member/Manager and whether the dispute arises under contract, personal relationship, judicial decree, or otherwise). The amount withheld need not be placed in a separate account or otherwise sequestered and may continue to be held and commingled with other Company funds. No interest will accrue or be payable with respect to funds so withheld. The Company will be entitled to impose an administrative fee in connection with handling the withheld amounts and otherwise attending to the dispute. The Company will also be entitled to offset against the withheld amounts (or against any amounts distributed to the Member or Member/Manager notwithstanding the dispute) any and all costs, expenses, damages, losses and liabilities, including attorneys' fees and expenses, paid or incurred (or anticipated to be paid or incurred) by the Company in connection with the dispute.

Unless otherwise specifically detailed in this agreement, Profits and Losses for any Fiscal Year will be allocated among the Members and Member/Managers and Former Members and Former Member/Managers by the Member/Managers in accordance with their respective profit distribution units. To the extent there is a change in the profit distribution units of the Members, Member/Managers, Former Members, and Former Member/Managers Profits or Losses will be allocated to the Members and member managers at the time an additional Member or Member/Manager is admitted or allowed to withdraw which may entail a closure of the Company books (as though the Company's tax year had ended) or by making a pro rata allocations of loss, income and expense deductions to an additional Member or Member/Manager for that portion of the Company's tax year in which an additional Member or Member/Manager was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

The company will as a whole have 100 profit distribution units. Each profit distribution unit is equal to 1% of the profit as calculated on the companies form 1065 annual federal partnership tax return. The company will also have 100 voting units, with each voting

unit representing a 1% vote on decisions related to management and operations of the company. The profit distribution units and voting units held by each member and member/manager will be listed in the register maintained by the Company for such purpose.

The Company will be managed by the Member/Managers. The Member/Managers will have and may exercise the full, exclusive and absolute right, power and authority to manage and control the Company and the property, assets and business. With respect to matters on which this Agreement expressly entitles the Member/Managers to act, a Majority Vote of the voting units is required for an action taken by the Member/Managers on behalf of the Company to be binding on the Members, Member/Managers and the Company, unless a different percentage (such as a Two-thirds Vote or unanimity) is expressly required elsewhere in this Agreement.

The initial Members and Member/Managers with their respective profit distribution units and voting units are listed in the company register maintained for that purpose. The number of Members and Member/Managers may be changed from time to time by the Member/Managers (and any such additional Member/Managers and any replacement will be elected by the Member/Managers), but there will not be less than one Member/Manager.

Without limiting their power but simply as a general principle the Member/Managers will have the following rights, powers and authorities, on behalf of the Company:

To acquire property from any person as the Member/Managers may determine, on such terms and conditions as the Member/Managers may deem to be in the best interests of the Company. The fact that a Member/Manager is directly or indirectly affiliated or connected with any such person will not prohibit the Member/Managers from dealing with that person.

To file applications, communicate and otherwise deal with any and all persons having jurisdiction over, or in any way affecting, any aspect of the Company business, and to enter into any agreements, restrictions or other arrangements in connection with those dealings or in order to preserve, maintain or increase the assets of the Company.

To borrow money for the Company from banks, other lending institutions, and the Members or Member/Managers on such terms as the Member/Managers may deem appropriate and, in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

To hold and own any Company real and/or personal properties in the name of the Company.

To invest any Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other investments.

To execute and deliver on behalf of the Company all instruments and documents, including checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Member/Managers, to the business of the Company.

To pay all expenses, fees and commissions incurred in connection with the Company.

To sue on, defend, settle or compromise any and all claims or liabilities in favor of or against the Company, submit any or all such claims or liabilities to arbitration, and confess a judgment against the Company in connection with any claims of liabilities in which the Company is involved (and regardless, in all instances, of whether the claim or liability arises in connection with or prior to demand, negotiation, mediation, arbitration, litigation or other proceeding or context).

To make or revoke any election permitted the Company by any taxing authority.

To purchase and maintain liability and other insurance necessary or appropriate to the business of the Company, in such amounts and types, as the Member/Managers will determine.

To retain legal counsel, accountants, and other professionals in connection with the Company business and to pay such remuneration for those services as the Members/Managers may deem appropriate.

To retain other services of any kind or nature in connection with the Company business, and to pay such remuneration for those services as the Member/Managers may deem appropriate.

To negotiate and conclude agreements on behalf of the Company with respect to any of the rights, powers and authority conferred upon the Members and or Member/Managers.

To guarantee the obligations of any Affiliate of the Company, including the Members and/or Member/Managers and to otherwise be a co-obligor or accommodation party with respect to such obligations and, in connection therewith to hypothecate, encumber and grant security interests in the assets of the Company to secure such guarantee or other obligation of the Company or such Affiliate.

To perform any and all other acts, and to execute all agreements and other documents, which the Member/Managers deems necessary or appropriate to the Company business.

Unless authorized to do so by this Agreement or by the Member/Managers, no Member, Member/Manager, Officer, agent or employee of the Company, acting alone, will have any power or authority to bind the Company in any way, to contract for any debt or other obligation

by or on behalf of the Company, to pledge the credit of the Company or to otherwise render the Company liable for any purpose. However, the Member/Managers may act by or through a designated individual or a duly authorized attorney-in-fact.

Notwithstanding any other provision of this Agreement, the Member/Managers are expressly prohibited from doing any of the following without the prior approval by Two-thirds Vote of the Member/Managers:

Doing, approving or consenting to any act in contravention of this Agreement.

Doing, approving or consenting to any act which would make it impossible for the Company to carry on the ordinary business of the Company.

Settling or compromising any litigation in which the Company is involved where the Company is obligated to pay in excess of \$10,000 to an adverse party in connection with such settlement or compromise, confessing a judgment in excess of \$10,000 against the Company or delivering any general assignment for the benefit of creditors of the Company. Spending \$1000 or more of company funds.

Borrowing from the Company.

Expelling Members or Member/Managers from the Company.

Amending the Articles of Organization of the Company or this Agreement.

Encumbering, or approving or consenting to the encumbering of, any assets of the Company for any purpose other than a Company purpose.

Selling, exchanging or otherwise disposing of all or substantially all of the Company's assets as part of a single transaction or plan.

Committing an act of Bankruptcy.

The Member/Managers are expressly prohibited from the admission of Additional Members or Member/Managers to the Company if 2/3 or more Member/Managers expressly indicate that they are against the admission.

The Member/Managers may from time to time open bank accounts in the name of the Company. The Member/Managers may designate the signatories to any and all company bank accounts.

Any Member/Manager may be removed by the MembersManagers and any Member/Manager may resign from such position at any time by giving written notice to the Company. The resignation will take effect on receipt of notice of the resignation or at such later time as is specified in such notice. Unless otherwise specified in the notice of resignation, the acceptance

of the resignation will not be necessary to make it effective. The resignation will not affect the resigning person's rights and liabilities as a Member/Manager.

Any guaranteed payment to a Member/Manager or Member will (to the extent the guaranteed payment is solely intended to compensate the individual for services rendered to the company) be fixed from time to time by a 2/3 Vote of the Member/Managers. A Member/Manager or Member will not be prevented from receiving a guaranteed payment for those services by reason of the fact that such person is also a Member or Member Manager of the Company. Unless otherwise agreed to by 2/3 of the Member/Managers any guaranteed payments or draws to a member manager will be counted towards the member/managers profit distribution share. That is, by way of example, if a member/manager receives a guaranteed payment or draw in the amount of \$25,000 in a given period and a member manager is entitled to \$100,000 in profit distribution, the \$25,000 will be deducted from the total of \$100,000 so that the member manager will receive an additional \$75,000. The Member/Managers also agree that effective October 16, 2020, Daniel Berger shall receive a guaranteed annual payment of \$58,000.00. These guaranteed amounts may be changed at any time by a 2/3 vote of the Member/Managers. The guaranteed payments to any Member/Manager(s) are contingent on those individual Member/Manager(s) full time employment efforts on behalf of the company. So long as Daniel Berger is working full time for the company any guaranteed payments shall be IN ADDITION to his profit distribution.

Except as specified in the agreement nothing in this Agreement will be deemed to restrict the freedom of the Member/Managers to retain architects, engineers, accountants, attorneys, or other third parties to the extent that the Member/Managers believes that the services of such parties are reasonably necessary in the conduct of the business of the Company. The Company will pay all fees or other costs properly incurred in connection with the retention of any such third parties.

The Company will pay the following expenses related to its organization and operation:

Organizational Expenses, including legal fees, filing fees, documentation costs and printing, travel and other similar out-of-pocket costs.

Expenses related to the Company's assets (including expenses related to possible investments that are ultimately not consummated), including: (1) all improvement and operational costs related to the assets, including taxes, utilities, travel, insurance, costs of improvement, maintenance and repair, mortgage payments, all costs of borrowed money, studies of and consultations regarding engineering, environmental and other matters, and all assessments on the assets; (2) fees and expenses paid to independent contractors, consultants, insurance

brokers, attorneys and other agents; and (3) expenses in connection with the acquisition, improvement, marketing or disposition of the assets (including consulting fees, legal and accounting fees, and engineering fees).

Expenses of Company administration, including all accounting, legal, travel, documentation, professional and reporting expenses of the Company, and including: (1) preparation and documentation of Company financial statements and tax returns; (2) expenses and taxes incurred in connection with the issuance, distribution, transfer, registration and recording of documents evidencing ownership of an interest in the Company or in connection with the business of the Company; and (3) costs incurred in connection with any arbitration or litigation proceedings in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency of the Company, including legal and accounting fees incurred in connection with those proceedings.

Other expenses necessary or advisable for the operation of the business of the Company.

The Member/Managers will devote such time and effort to the business of the Company as may in its reasonable judgment be required. The Member/Managers will not be required to manage the Company as the Member/Managers sole and exclusive business. Except as specifically limited by this agreement the Members, the Member/Managers may engage in or own an interest in other business ventures of every nature and description, independently or with others.

Except as specifically described in this Agreement nothing in this agreement will be construed to grant or deny any right, privilege or option to the Company, the Members or any Member/Managers to participate in any manner in any other business or investment in which the Members or the Member/Managers may participate, including those which may be the same as or similar to the Company's business and in direct competition. The Members and each Member/Managers expressly waives the doctrines of partnership opportunity and of corporate opportunity and any analogous doctrine applicable to limited liability companies. Subject to the rights and obligations of the Members and the Member/Managers as set forth in this and any other agreements among the parties to this Agreement, the Members and Member/Managers consents to the participation by the Members or Member/Managers in any such business, person or investment.

The Members and the Member/Managers will have the right to contract or otherwise deal with the Company for the sale of goods or services after obtaining the consent of the Member/Managers with respect to that transaction. Any contract with a Member or Member/Manager for goods and services must be in writing and contain a clause allowing termination by the Company

without penalty on sixty (60) days' notice or immediately in the event of the Bankruptcy, withdrawal, removal or dissolution of the Member or Member/Manager.

To the extent not inconsistent with applicable law, and to the extent of the assets of the Company (including available proceeds of any applicable insurance), the Company, its receiver or its trustee will indemnify the Members and Member/Managers and their respective employees, agents, Affiliates, partners, successors and assigns, against and save it and them harmless for and from any claim, demand, judgment or liability, and against and for and from any loss, cost or expense (including reasonable attorneys' fees and court costs, which will be paid by the Company as incurred), which may be made or imposed upon such persons by reason of any (1) act performed for or on behalf of the Company (or in furtherance of the Company business) within the scope of the authority conferred on the Members or Member/Managers by this Agreement, (2) inaction on the part of such persons which does not constitute a violation of any provision of this Agreement, or (3) liabilities arising under federal and state securities laws to the extent permitted by law, as long as (in all such cases) such act, inaction or liability did not arise from gross negligence, willful misconduct or fraud.

To the extent not inconsistent with applicable law, no Member or Member/Manager or any employee, agent, successor or assignee thereof will be liable, responsible or accountable in damages or otherwise to the Company, the Members or Member/Managers for (1) any action taken on behalf of the Company within the scope of the authority conferred on the Members or the Member/Managers by this Agreement, (2) any inaction which does not constitute a violation by the Member or Member/Managers of any provision of this Agreement or (3) any liability arising under federal or state securities laws, as long as such act, inaction or liability did not arise from gross negligence, willful misconduct or fraud.

Any judgment against the Company, a member or a member/manager employees, agents, successors or assigns, in connection with which such person is entitled to indemnification under this Agreement, must first be satisfied from Company assets (including available proceeds of any applicable insurance) before such person is responsible for that obligation.

The Member/Managers may delegate all or any of its powers, rights and obligations under this Agreement, and may appoint, employ, contract or otherwise deal with any person for the transaction of the business of the Company, which person may, under supervision of the Member/Managers, perform any acts or services for the Company as the Member/Managers may approve. Such delegation will not release the Member/Managers of its responsibility as to such matters.

The Officers of the Company will consist of those positions as the Member/Managers may designate from time to time.

An Officer will serve for such term as the Member/Managers may designate at any time or from time to time.

Notwithstanding anything herein to the contrary, an Officer may be removed at any time, with or without cause, by the Member/Managers.

Any vacancy occurring for any reason in an office of the Company may be filled by the Member/Managers.

To the extent not provided otherwise in this Agreement, the rights and obligations of the Members and Member/Managers will be governed by the laws of the State of Massachusetts.

Persons dealing with the Company may rely conclusively on the power and authority of the Member/Managers and the Officers of the Company as set forth in this Agreement. In addition, no purchaser of any property or interest therein owned by the Company or any person entering into an agreement with the Company will be required to determine the sole and exclusive authority of the Member/Managers, or its officers to sign and deliver on behalf of the Company any agreement, document, instrument or distribution of revenues or proceeds paid or credited in connection therewith. Each Member and Member/Manager shall be accountable to the Company and the other Members and Member/Managers as a fiduciary, and shall be bound by a fiduciary duty to the Company and the other Members, to the same extent that applicable law generally imposes such status and duty upon a general partner in a partnership.

In addition to any books and records required to be maintained by other provisions of this Agreement, the Company will maintain the following books and records (to the extent they are required to be maintained by Section 29–607 of the Act) at the Company's registered office:

A current list of the full name and last known business, residence, or mailing address of each Member and each Member/Manager.

A copy of the Articles of Organization of the Company and all amendments to same.

Copies of this Agreement and all amendments to same, including any prior written operating agreements no longer in effect.

Copies of any promises by a Member or Member/Manager to make a Capital Contribution to the Company.

Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years.

Copies of financial statements of the Company, if any, for the three most recent years.

The Member/Managers or any designated officer will, at the expense of the Company, cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information excerpted from such returns, will be furnished to the Members and Member/Managers after the end of the Company's Fiscal Year concurrently with the filing of such returns, unless an extension of time to file such returns is timely and lawfully procured, in which case such returns will be filed within the period allowed by such extension(s) and provided to the Members and Member/Managers concurrently with the filing of such returns. All elections, decisions or determinations required to be made by the Company under the Code, including Section 754 thereof, and under state and local income tax, franchise tax and other tax laws will be made by the Member/Managers.

Grassp Inc. shall be the initial partnership representative under the IRS Code ("Partnership Representative"). The Partnership Representative shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code, and all other tax returns deemed necessary or required thereby in each jurisdiction in which the Company does business. Copies of all tax returns required to be filed by the Company shall be furnished to the Members and Member/Managers within a reasonable time after the end of each Fiscal Year. The Partnership Representative shall make all elections and filings necessary or required to keep the Company from being assessed additional taxes resulting from an Internal Revenue Service audit against the Company, including elections which will push out any resulting tax liability to the Members and Member/Managers, if permissible under the Code and the rules and regulations promulgated thereunder, and only if determined to be in the best interests of the Members and Member/Managers as determined by the Member/Managers. All Members and Member/Managers shall file and/or amend their current and past tax returns to be consistent with the actions of the Partnership Representative under this Section. The Partnership Representative shall give notice to all Members and Member/Managers of all filings and elections thereby, and all notices of audits by the Internal Revenue Service. The Partnership Representative may be appointed and removed from time to time only by the Member/Managers. All tax returns shall be subject to the approval of the Member/Managers.

Each Member must be approved by the Member/Managers

The name, address, of each Member and Former Member will be set forth on the register which the Company will maintain for such purpose. As and when there is a change in the persons who are Members or Former Members or Member/Managers or former Member/Managers in accordance with this Article, the Company will:

Reflect the change on the register.

File, as may be required by the State of Massachusetts articles of amendment to the Company's Articles of Organization or as otherwise required to reflect the change.

An additional Member or Member/ Manager ("Additional Member") is admitted to the Company if (and only if) all of the following occur:

The person who desires to become an Additional Member (the "Applicant") meets the requirements of membership ; and

The Member/Managers, by means of a 2/3 vote, recommends the admission of the Applicant as an Additional Member

The admission of the Applicant as an Additional Member are approved by the Member/Managers by Two-thirds Vote; and

The Applicant (A) agrees in writing to be bound by this Agreement and (B) pays to the Company an Initial Capital Contribution the buy-in in an amount determined by the Company; and

The Applicant's spouse, if any, executes and delivers to the Company the Consent of Spouse.

No Additional Member or Member/Manger will be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Company may, at the time an Additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to an Additional Member for that Fiscal Year in which such Additional Member was admitted in accordance with provisions of Section 706(d) of the Code and the Regulations using any convention permitted by law and selected by the Member/Managers. Any person admitted to the Company as an Additional Member will be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

Except for the admission of Additional Members pursuant to this Section, the Company will not issue, sell or otherwise grant any membership or management right, title or interest in or to the Company, including any interest in the Profits, Losses or distributions of the Company or any right (whether actual or contingent, and whether vested or unvested) in the Company.

A Member may voluntarily withdraw as a Member or Member/Manager of the Company if (and only if) either:

1) The withdrawing Member or Member/Manager gives at least six-months' prior written notice to the Member/Managers specifying the date of withdrawal .

2) The withdrawing Member or Member/Manager notifies the Member/Managers of the Member's or Member/Managers' desire to withdraw and requests permission to withdraw on less than six-months' notice, and the Members/Managers by 2/3 Vote agree to permit the withdrawing Member or Member/Manager to so withdraw.

A Member or Member/Manager must withdraw if the Member or Member/Manager is expelled for Cause by Two-thirds Vote of the Member/Managers. Expulsion does require that the subject Member be notified of the proposed vote on expulsion or be provided with an opportunity to be heard regarding the proposed vote on expulsion or regarding any other matter. Cause shall mean a Member or Member/Manager has (a) committed any fraud, embezzlement, or other act of dishonesty, or for the commission of any criminal act involving moral turpitude related to the Project or business of the Company; (b) habitually uses drugs or alcohol on the job; (c) violates any laws, rules, or regulations applicable to the business of the Company which shall have a material adverse effect on the business of the Company; or (d) is unwilling to devote such time and energy to the management of the Company as is necessary under the circumstances after a reasonable period of time. Any prior distributions of profit shall reduce the amount of unreimbursed capital contribution. The return of a member or member/managers capital contribution upon expulsion will be subject to the terms and conditions of the final distribution. Withdrawal Event that Receives After-the-Fact Approval. A Member or Member/ Manager must withdraw if a Withdrawal Event occurs and the Company, by Two-thirds Vote of the Member/Managers, consents to the withdrawal so that the withdrawing Member or Member/ Manager will not be deemed in breach of this Agreement pursuant to subsection (b) below. Neither the Company nor the Member/Managers are obligated to conduct a vote (or otherwise solicit or circulate a consent) for such purpose.

The Member or Member/Manager must withdraw if the member dies. Disability is defined as the inability of a member or member/manager to adequately participate in the operations of the company for a period of 90 days or more. A members rights, other than the right to receive a guaranteed payment for services provided to the company will not be impacted by disability. A member/manager who is disabled may, in the discretion of the remaining member/mangers have any guaranteed payments terminated. A disabled member/ manager may,

in the discretion of the other member/managers have some or all of their profit distribution units and voting units suspended during the period of disability.

Except as provided for in this agreement, or otherwise agreed to by a 2/3 vote of the member/managers, a Member or Member/Manager is not permitted to withdraw, transfer or assign their interest in the Company. The Company will have the right to offset against any damages any cash or other property otherwise distributable to such Member or Member/Manager by the Company. A member or member manager loses all rights, except rights to a final distribution as described below upon withdrawal, transfer or assignment of their membership interest. Upon withdrawal of a member or member/manager is entitled to a final distribution termed a "buy out price". The Buy out price represents all of the withdrawing member or member/managers right, title and interest in the company.

The Buy-Out Price will be calculated using the total number of profit distribution units owned by the member or member/manager at the end of the month preceding the Withdrawal Event. Each profit distribution unit will be equal to 1% of the calculated buy-out price. The total calculated buy-out price shall be the fair market value of the company. The determination of fair market value shall be made as follows: the applicable Member, Member/Manager or their personal representative or other third party holder of the interest shall meet with the remaining Members and Member/Managers to attempt to agree upon a fair market value; if the parties cannot agree upon a fair market value the Interest shall be appraised by a disinterested business appraiser agreeable to by all parties using industry standards of valuation. In the event an appraiser cannot be agreed upon, provisions for selecting a neutral party as described in the mediation and arbitration provisions , below, shall be used to choose an appraiser who shall determine the fair market value which shall be a final and binding determination. In the event of death or expulsion of a member or member/ manager who has made a capital contribution to the company any unreimbursed amounts of capital contribution will be added to the buy-out price and paid as described below.

Unreimbursed capital contributions are the total capital contribution, less any profit distributions paid prior to the withdrawal event. In the case of expulsion or unapproved withdrawal, the buy-out price shall be reduced by any damages caused by the expelled or withdrawing Member or Member/Manager.

The principal amount of the buy out price together with accrued interest, will be payable to the withdrawing Member in 60 monthly installments, commencing on the last day of the month following the month in which the Withdrawal Event occurs. The unpaid principal amount can be prepaid, in whole or in part, at the Members's or Member/Managers'

discretion from time to time and at any time, without penalty or other charge. The unpaid principal amount will bear interest at a rate per annum equal to the Citi Bank Prime Rate plus 4 percent (4%) per annum. The obligation of the Company to pay amounts pursuant to this subsection (d) will be evidenced solely by this subsection (d) as in effect on the date of the Withdrawal Event. The Company will not be required to deliver a promissory note or other instrument evidencing such obligation or to provide any security for the obligation. On reasonable request of the withdrawn Member or Member/Manager (made not more frequently than quarterly), the Company will confirm the unpaid principal amount owed to such Member or Member/Manager pursuant to this Section. The amounts described in this paragraph are subject to offset as provided for in this agreement, or as otherwise provided by law. The withdrawing Member or Member/Manager will not be entitled to any other amounts (whether under this Agreement, at law, in equity, or otherwise, and whether in the nature of damages or otherwise), regardless of the event or events giving rise to the withdrawal.

In connection with any Fiscal Year in which a withdrawing Member or Member/Manager receives a payment pursuant to this subsection (d), the Company will furnish the withdrawing Member or Member/Manager with appropriate and timely tax returns or information .

This Agreement may be amended after the Withdrawal Event without the consent of the withdrawing Member or Member/Manager but the withdrawing Member or Member/Manager will nevertheless remain entitled to (and solely to) the amounts to be paid pursuant to this subsection (d) as in effect on the date of the Withdrawal Event. This Operating Agreement does not affect any buy-out payments or distributions the right to which arose prior to the date of this Agreement.

If the withdrawing Member or Member/Manager is deceased, references to the withdrawing Member or Member/Manager will be deemed to refer to such Member's or Member/Managers' estate.

The Company will be dissolved upon the occurrence of any of the following events:
by Two-thirds Vote of the Member/Managers or on the entry of a judgment of dissolution.

As soon as possible following the decision or order to dissolve the company occurrence, the Member/ Managers will execute and file the appropriate Notices of Winding Up with the State of Massachusetts.

On dissolution, an accounting will be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the

date of the last previous accounting until the date of dissolution. The Member/Managers will immediately proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Member/Managers will (1) collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members/Managers may determine to distribute any assets to the Members or Member/Managers in kind (2) allocate any Profit or Loss resulting from such sales to the Members' and Member/Managers' Capital Accounts, (3) pay, satisfy or discharge, or make adequate provision for, all liabilities and obligations of the Company (other than liabilities to Members) or Member/Managers, including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) establish such reserves as may be reasonably necessary to provide for fixed, contingent or unknown liabilities or obligations of the Company (for purposes of determining the Capital Accounts of the Members and Member/Managers, the amounts of such reserves will be deemed to be an expense of the Company), (5) pay, satisfy or discharge, or make adequate provision for, any liabilities of the Company to the Members and Member/Managers other than on account of their interests in Company capital or profits, and (6) distribute the remaining assets, pro rata, to the Members and Member/Managers in the amounts of their positive Capital Account balances, determined after taking into account all Capital Account adjustments for the Fiscal Year in which the liquidation occurs.

No property will be distributed in kind, unless permitted by the Member/Managers. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution will be determined by independent appraisal or by agreement of the Members/Managers. Such assets will be deemed to have been sold as of the date of dissolution for their fair market value. The difference between the value of property to be distributed in kind and its book value will be treated as a gain or loss on the sale of the property and will be allocated to the Members and Member/Managers. The definition of "Capital Account" will be adjusted to reflect such deemed sale. Any such distributions to the Members and Member/Managers in respect of their Capital Accounts will be made in accordance with the time requirements set forth in Section 1.704–1(b)(2)(ii)(b)(2) of the Regulations.

Notwithstanding anything to the contrary in this Agreement, on a liquidation within the meaning of Section 1.704–1(b)(2)(ii)(g) of the Regulations, if any Member or Member/Manager has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable

years, including the year during which such liquidation occurs), such Member or Member/Manager will have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's or Member/Managers' Capital Account will not be considered a debt owed by such Member or Member/Manager to the Company or to any other person for any purpose whatsoever.

The Members and Member/Managers acknowledge and agree that making liquidating distributions in accordance with positive Capital Account balances should provide Members and Member/Managers with the same liquidating distributions that they would have received if they withdraw from the company. The Member/Managers will allocate to the Members and Member/Managers items of income, gain, loss or deduction as are necessary to correct any errors in accounting or to eliminate any timing differences between the distribution of Cash Available for Distribution and the allocation of Profits and Net Losses that would otherwise prevent liquidating distributions in accordance with Capital Accounts from providing the Members and Member/Managers with the same liquidating distributions that they would have received under a withdrawal event.

The Member/Managers will comply with applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members and Member/Managers, the Member/Managers will execute and file Articles of Termination with the State of Massachusetts.

Return of Contribution Non-recourse to Other Members. Except as provided by law, on dissolution, each Member or Member/Manager will look solely to the assets of the Company for the return of such Member's or Member/Managers' Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members or Member/Managers such Member or Member/Manger will have no recourse against any other Member or Member/Manager.

An annual meeting of the Members and or Member/Managers is not required.

Special meetings of the Members and/or Member/Managers, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Member/Managers.

The Member/Mangers may designate any place, either within or outside the State of Massachusetts, as the place of meeting for any meeting of the Member/Managers. If no

designation is made, or if a special meeting be otherwise called, the place of meeting will be held at the Company's registered office.

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called will be delivered not less than two calendar days before the date of the meeting, by or at the direction of the Company, to each Member/Manager. A copy of such notice will also be given to each Former Member/Managers who still holds a financial interest in the company. However, if a majority of the Member/Managers meet at any time and place, either within or outside of the State of Massachusetts, and consent to the holding of a meeting at such time and place, such meeting will be valid without call or notice, and at such meeting lawful action may be taken.

In connection with determining Members or Member/Managers (i) entitled to notice of or to vote at any meeting of Members/Managers or any adjournment thereof, (ii) entitled to receive payment of any distribution, or (iii) for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, will be the record date for such determination of Member/Managers. When a determination of Members/Managers entitled to vote at any meeting of Member/Managers has been made as provided in this Section, such determination will apply to any adjournment thereof.

Member/Managers who then hold in the aggregate more than 2/3 of the Membership Voting Units and who are represented in person or by proxy will constitute a quorum at any meeting of Member/Managers.

If a quorum is present, the Majority Vote of the Member/Managers (and not merely a majority vote of those present) will be the act of the Member/Managers, unless the vote of a greater or lesser proportion or number is otherwise required by the laws of the State of Massachusetts, by the Articles of Organization, or by this Agreement.

At all meetings of Member/Managers, a Member/Manager may vote in person or by proxy executed in writing by the Member/Manager or by a duly authorized attorney-in-fact.

Any notice, demand, or other communication (a "notice") required or permitted to be given by this Agreement will be deemed to have been sufficiently given or served for all purposes (i) if delivered personally to the person to whom the same is directed, including being communicated orally or electronically (whether in person or by telephone, voice mail, e-mail, or other electronic means), (ii) if sent by United States mail or by overnight express carrier, addressed (A) if to the Company, to its registered office specified in this Agreement, and (B) if to a Member or Member/Manager their address as specified in writing to the

Company, or (iii) if sent by confirmed facsimile transmission, to the number which the person has supplied as its number for facsimile transmissions, or if by electronic mail to the designated email address.

Any notice that is personally delivered will be deemed to be given on the date of delivery. Any notice that is sent by registered or certified United States mail, return receipt requested, will be deemed to be given three (3) business days after the date on which the same is mailed, and any notice that is sent by other form of United States mail will be deemed to be given five (5) days after the date on which the same is mailed. Any notice that is sent by overnight express carrier will be deemed to be given the next business day after the date on which the same is sent. Any notice that is sent by facsimile or Email transmission will be deemed to be given the day it is sent, if the confirmation indicates that the transmission was completed prior to 5:00 p.m., Massachusetts time; otherwise, it will be deemed given on the next business day.

Any Member or Member/Manager may change its address for purposes of this Agreement by notifying the Company of the change.

This Agreement is governed by the laws of the State of Massachusetts.

Each Member and Member/Manager irrevocably waives during the term of the Company (and during the period of its liquidation following any dissolution) any right that the Member or Member/Manager may have to maintain any action for partition with respect to the property of the Company.

Each Member and Member/Manager (including an Additional Member, Member/Manager and a withdrawing Member or Member/Manager) will execute further statements, instruments and other documents as may be required to carry out the intent and purposes of this Agreement or to comply with law.

Whenever the singular number is used in this Agreement (and when required by the context), the same will include the plural. Whenever a gender is used in this Agreement (and when required by the context), the same includes the neuter, masculine and feminine genders.

The article and section headings in this Agreement, if any, are inserted for convenience and identification only. Those headings are in no way intended to define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

The failure of any Party to seek redress for violation of (or to insist upon the strict performance of) any provision of this Agreement will not prevent a subsequent act, which itself would constitute a violation, from having the effect of a violation.

The rights and remedies provided by this Agreement are cumulative and not mutually exclusive. The exercise of any right or remedy by any Party will not preclude or waive the right to exercise any or all other remedies. Those rights and remedies are given in addition to any other rights or remedies the Parties may have by law or otherwise.

If any provision of this Agreement (or the application of the provision to any person or circumstance) is determined in litigation or arbitration to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement (and the application of the provision to other persons or circumstances) will not be affected and will be enforceable to the fullest extent permitted by law.

This Agreement is binding on and inures to the benefit of the Parties and, subject to the limitations on transferability contained in this Agreement, their respective heirs, personal representatives, successors and assigns.

None of the provisions of this Agreement are for the benefit of or enforceable by any creditors of the Company, any creditors of a Member or Member/Manager or any person who is not a Party.

This Agreement may be executed in one or more counterparts. Each counterpart will be deemed an original. All counterparts, taken together, constitute one and the same Agreement.

Mediation and Arbitration. Any dispute, controversy or claim (including tort claims, requests for provisional remedies or other interim relief, and issues as to arbitrability of any matter) arising out of or relating to this Agreement, or the breach thereof, that cannot be settled through negotiation will be settled (a) first, by the Parties trying in good faith to settle the dispute by mediation, either with a agreed upon mediator or if no agreement can be made with a mediator chosen at random from those persons indicting via an internet search that they provide mediation services for Suffolk County Massachusetts. The mediation is to commence within 15 days of the selection of the mediator, and (b) if the controversy, claim or dispute cannot be settled by mediation, then by arbitration conducted by the same person who performed the mediation and under the same rules of procedure. Such arbitration will be held in Pima County, Arizona and will commence within 45 days of the failure of mediation. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The mediation and arbitration provisions of this Section will be binding on all Parties and will be the sole and exclusive method of handling any and all disputes, claims and controversies arising out of or related to this Agreement. The Rules of Civil Procedure in Massachusetts shall be used unless the parties agree to other rules or a modification of the Rules of Civil Procedure.

This Agreement constitutes the entire agreement of the Parties relating to the Company. All prior agreements among the Parties, whether written or oral, are merged in this Agreement and are superseded and of no force or effect.

If any Party initiates arbitration or litigation proceedings to enforce performance of this Agreement (including the payment of monies or the enjoining of any action), the prevailing Party will be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing Party for reasonable attorneys' fees and costs incurred on account thereof, notwithstanding the nature of the claim or cause of action asserted by the prevailing Party.

Each of the Parties has been represented by or has had the opportunity to be represented by legal counsel of its own choice. This Agreement has been negotiated among the Parties. If there is any ambiguity in this Agreement, no presumption construing the Agreement against any Party will be imposed by reason of any assertion or theory that this Agreement was prepared by counsel for the Party or by counsel for the Company. The Law Firm of Marc Mauseth, has represented only the Company in connection with the drafting, negotiation, execution and delivery of this Agreement; the Members/Managers have been strongly advised to retain their own counsel in connection with advice regarding such matters, and Marc Mauseth has not represented any of the individual Members or Member Managers in connection with such matters. The parties specifically agree to waive any conflict between themselves and Marc Mauseth as the term conflict is used in the rules of professional responsibility or their equivalent in the legal profession. The parties agree that in the event of a dispute among the members, that Marc Mauseth may represent himself and or others in the dispute even if that representation is adverse to other parties and that Marc Mauseth shall, as applicable, be entitled to compensation for time spent as an attorney in any dispute amongst the parties, under the same guidelines that would apply to an award or granting of attorneys fees of a completely independent attorney.

This Agreement may be amended by Two-thirds Vote of the Member/Managers.

Notwithstanding the above sentence and except as provided immediately below this Agreement will in no event be amended without the consent of the Member/Managers to be adversely affected by any amendment that (i) changes the limited liability of the Members or member/Managers (ii) diminishes the rights or benefits to which any Member or Member/Manager is entitled under this Agreement, or (iii) adversely affects the Company's status as a partnership for federal income tax purposes.

The Member/Managers, without the consent or approval at the time of any Member or Member/Manager may amend the Articles of Organization to reflect a change in

the persons who are Members or Member/managers that has occurred in accordance with this Agreement (with each Member/Manager being deemed to consent to any such amendment) and execute, deliver, file and record all documents required or desirable in connection with that amendment.

Each Party represents and warrants that, in executing and performing this Agreement, the Party is dealing with such Party's property free and clear of any and all encumbrances. Each Party represents and warrants that (except for the community property interest, if any, of a spouse who has executed and delivered to the Company a Consent of Spouse) no spouse, heir, shareholder, distributee, creditor or assignee (or any other person, whether by reason of a past, present or prospective relationship with the Party or otherwise) has (or has asserted) any right, title or interest in or to the Company, this Agreement, or any rights, privileges, benefits and power of the Party with respect to the Company or this Agreement (a "Third-Party Claim"). Each Party will indemnify and hold harmless the Company, the other Parties, and their respective officers, employees and agents from and against any and all such Third-Party Claims. The Company will be entitled to withhold any and all distributions otherwise payable to the Party if a Third-Party Claim arises and to apply such withheld amounts to reimburse the Company, the other Parties' and their respective officers, employees and agents for any amounts which any of them become obligated to pay by reason of such Third-Party Claim (including costs and attorneys' fees and expenses associated with defending against the Third-Party Claim).

If a Member/Manager is married, the Member/Manager represents and warrants that the Member/manager's spouse has executed and delivered to the Company the Consent of Spouse indicating that the spouse has no interest in the Company.

If a Member/manger becomes married, the Member/Manager will promptly notify the Company and cause the Member/Managers' spouse promptly to execute and deliver to the Company the Consent of Spouse, indicating that the spouse has no interest in the business. If such Consent of Spouse is not delivered to the Company within sixty (60) days after written notice from the Company, the Member/Manager will be deemed to have withdrawn from the Company in violation of this Agreement as described in Section 6.4(b), with the date of the Withdrawal Event being the expiration of such 60-day period.


IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written. Each Member and Member/Manager represents and warrants that its interest has been acquired under this Agreement for its own account, for investment, and

not with a view to, or for sale in connection with, any distribution thereof, nor with any intention of distributing or selling such Interest, and that the Member or Member/Manager will not transfer, or attempt to transfer, its Interest in violation of the Securities Act of 1933 or any other applicable federal or state law. Each Member and Member/Manager, by executing and delivering this Agreement, hereby represents and warrants to the Company, the other Members and Member/Managers, and the third parties described or referred to herein that the: (a) Member or Member/Manager understands that this Agreement provides severe restrictions on the ability to dispose of or encumber an Interest indefinitely and it may be unable to liquidate it in case of emergency; (b) Member or Member/Manager has read and understands the provisions of this Agreement and the authority and control of the Member/Managers; (c) Member or Member/Manager is experienced and sophisticated in business and understands the risks inherent in business; (d) Member or Member/Manager is able to financially comply with its obligations hereunder and is capable of suffering a total loss of its Capital Contributions hereunder; (e) Member or Member/Manager understands that the Internal Revenue Service may disallow some or all of the deductions to be claimed by the Company, that the Company has no financial or operating history, that the Company involves a high degree of risk of loss, and that no governmental agency has made any finding or determination as to the fairness of the attributes of the Company or this Agreement; (f) Member or Member/Manager is aware that the Member/Managers, other Members, and affiliated Persons or organizations are presently, and may in the future be, engaged in businesses or ventures which are competitive with that of the Company, and the Member or Member/Manager agrees and consents to such activities, even though there are conflicts of interest inherent therein and it may not be invited to participate in such other businesses or ventures; (g) Member or Member/Manager understands that the Member or Member/Manager is purchasing an Interest without having been furnished any offering literature or prospectus; and (h) Member or Member/Manager understands that all documents, records, and books pertaining to the Company and the matters presented herein have been made available to Member or Member/Manager and its advisors. The Parties may execute this Agreement in counterparts, all of which, when considered together, shall constitute one agreement.

DocuSigned by:

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Daniel Berger

DocuSigned by:

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Grassp Inc.

DocuSigned by:

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HOPE LLC

EXHIBIT A

CONSENT OF SPOUSE

The undersigned, being the spouse of _____, a Member/Manager of the foregoing Operating Agreement of Grassp Ventures, LLC, a Massachusetts limited liability company (the "Company"), (the "Agreement"), hereby declare that I have read the Agreement in its entirety and, being fully convinced of the wisdom and equity of the terms of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby express my acceptance of the Agreement and do hereby agree to its provisions. I further acknowledge and agree that under the Agreement I am not eligible to be, and that I am not, a Member or Member/Manager of the Company. I further agree that I will not claim any community property or other interest, in any right, title or interest in the Company held by my spouse.

I agree that in the event of death of my spouse, the provisions of the Agreement will be binding upon me to the extent of any interest which I may have in any right, title or interest in the Company. In the event of the dissolution of my marriage, I agree that my spouse will be entitled to have all right, title and interest in the Company allocated to my spouse in the division of the marital property, and I hereby waive any right to ask for such right, title or interest in the division of the marital property.

Agreed to this _____ day of _____, 20____

Signature:

Printed Name:

Spouse of

STATE OF _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____.

Notary Public

My Commission Expires:

EXHIBIT B

REGISTRY OF MEMBERS AND MEMBER MANAGERS AND
ADDITIONAL UNDERSTANDINGS AND AGREEMENTS OF THE MEMBERS AND
MEMBER/MANAGERS

<u>Name</u>	<u>Profit Units</u>	<u>Voting Units</u>
Daniel Berger	51	51
Hope, LLC	23	23
Grassp, Inc.	26	26

Any and all profit distribution units of new members or member managers will come from the current profit distribution units of Grassp, Inc. and Hope, LLC and NOT from the profit distribution units of Daniel Berger.

Grassp Inc and Hope LLC agree to provide any and all start up capital that is reasonably required for the company's initial operations. All start up expenses, including guaranteed payments to Daniel Berger, must be repaid to Grassp Inc. and Hope LLC prior to any additional profit distribution. The member/managers further agree that 50% of the profits, after repaying start up costs will be set aside for expansion of the companies operations. Further the parties agree that should any party wish to expand or enter into a business related to cannabis in the State of Massachusetts that the opportunity to participate in a new Cannabis business in the State of Massachusetts will first be made via a written offer to all parties and the company. Such offer shall be that the parties will expand or enter into an additional cannabis business in the State of Massachusetts under the same terms, conditions and ownership and voting percentages of this operating agreement. Each party will have 30 days from delivery of the notice to accept the offer to expand or enter into a new cannabis related business. After the expiration of the 30 days, if a party has not affirmatively agreed in writing to the expansion or new business, the party or parties wishing to expand or enter a new business may do so under terms and conditions of their sole choosing including involving additional parties. Any expansion into a cannabis related manufacturing or cultivation business in the State of Massachusetts must allow Hope LLC, to be the sole operator of that manufacturing business, with appropriate license fees paid by Hope, LLC to the company or a newly formed company. The nature or form of the first additional

license related to a cannabis business will be determined by Hope, LLC. Similarly any expansion into a cannabis delivery business must allow Grassp, Inc. to be the sole operator, with the payment of appropriate license fees. The license fees paid to Grassp, Inc. for the operation of a delivery business shall equal 50% of the profit from operating the delivery business.

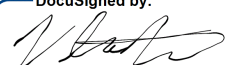
The parties agree that the priority for income distribution is 1) Daniel Berger's salary 2) operating expenses of the company, 3) Re-pay to Grassp Inc and Hope LLC the start up costs, 4) 50% of the remaining funds to be sequestered for business expansion and 5) profit distribution as outlined in this operating agreement.

The undersigned parties agree to the additional provisions of Exhibit B to the operating agreement of Grassp Ventures, LLC.


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Daniel Berger

DocuSigned by:

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Grassp Inc.

DocuSigned by:

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Hope LLC

Plan to Obtain Liability Insurance

Grassp Inc currently has liability insurance for our cannabis delivery operations in Arizona. We have reached out to our broker who has found us a company willing to underwrite our liability insurance in Massachusetts. We are currently waiting on a quote from them and will be ready to go once we apply for our license.

Grassp's policy will include:

- General liability and product liability insurance coverage of no less than \$1M per occurrence and \$2M in aggregate annually.
- The deductible for each policy will not exceed \$5,000 per occurrence.
- Vehicles used for delivery will carry liability insurance in an amount not less than \$1M combined single limit.



GRASSP VENTURES

Business Plan



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I. EXECUTIVE SUMMARY

- **Opportunity:** Grassp Health will set the standard for trusted cannabis delivery experiences. Like Amazon, we will use our proprietary technology solution to create streamlined communication and order fulfillment for customers requesting cannabis delivery. Paired with our white-glove customer service, science-based education, and unparalleled attention to detail, Grassp Health will exceed the standards of our customers and community.
- **Mission:** Our mission is to provide safe access to legal cannabis, while helping normalize this nascent industry and move it forward in a professional manner. We aim to replace existing stigma with scientific facts, while providing an essential and first-of-its-kind service in Massachusetts.
- **Solution:** Many canna-curious people do not want to be seen walking into a dispensary; our discreet and professional service solves that problem, with convenient home-delivery. Also, many people visiting adult-use dispensaries have health-related needs and cannot get advanced, science-based information from recreational bud-tenders. Grassp Health is proud to offer complimentary health consultations with our experienced, cannabis experts, solving a critically important community need.
- **Market focus:** We will target adults 21+ who have visited a dispensary in the past or enjoy recreational activities such as: drinking, concerts, hiking, yoga, golf, art and festivals. We will also focus on seniors who have difficulty getting out of the house or live in Assisted Living Facilities.
- **Competitive advantage:** Our professional service, concierge approach, proprietary technology, marketing strategy, and free educational services set us apart from the competition, and we are extremely confident in our ability to execute a successful business plan.
- **Ownership:** Daniel Berger is a 51% Social Equity Owner; Grassp Health is a successful cannabis delivery service in Arizona and will maintain 26% of the equity; and our 3rd owner is Hope, a successful cultivating/manufacturing group from Nevada with 23% ownership.
- **Expected returns:**
 - Build community and customer trust
 - Get up and running no later than 02/01/2022

- Exceed \$1M in revenue within the 1st year of operation
- Net profit to exceed 25% of gross sales
- 1,000 active patients within the 1st year of operation

2. COMPANY OVERVIEW

Company summary: Grassp Health is your trusted partner for cannabis; from science-based education to professional delivery, Grassp sets the standard and delivers elevated experiences.

Mission statement: Our mission is to provide safe access to legal, lab-tested cannabis for both patients and adults. Normalizing cannabis use and ensuring a robust future for legal cannabis is of utmost importance to our organization and community.

Company history: Grassp Inc. was born in 2014 out of Santa Monica, CA and officially launched with its first licensed dispensary partner in San Diego, CA in 2015. The brain-child of founders who came from digital ad-tech and built by founding members who were passionate about the medical side of the plant, Grassp pivoted to become Grassp Health in 2019, when the company found its perfect product-market-fit in Phoenix, Arizona, serving the senior community. Grassp Ventures LLC was formed in 2020, in order to provide operational expertise to social equity owner/founder Dan Berger.

Markets and services: Grassp is an on-demand delivery technology and education service, specializing in serving seniors. We have an app for seamless delivery from licensed dispensaries or from delivery licenses, and we provide complimentary health consultations for people using cannabis for the first time.

Operational structure: Grassp Health (parent company) is head-quartered out of Phoenix, Arizona and provides customer service and leadership support to our MA market. Day-to-day operations will be run by 51% social equity owner Daniel Berger, who lives in the market and will be executing the overall vision for the organization.

Financial goals: Projected start-up costs for the first 6 months of the business to get to cash flow positive: \$100,000-\$150,000. First Year Revenue: \$500,000, next year revenue: \$2,000,000. The business is being initially capitalized by Hope – a licensed operator out of Nevada and Grassp Health – a licensed partner out of Arizona.

3. BUSINESS DESCRIPTION

Opportunity: The current market is anyone over 21 years old in Massachusetts that lives in or visits a municipality that has opted in for cannabis businesses. Grassp will offer on-demand delivery of adult use cannabis, pursuant to all state and local regulations. Considering 54% of the population voted for recreational access and a strong number of municipalities have opted into the program, we are projecting a population of around 1.7M as our potential market. Legal cannabis delivery is currently non-existent in Massachusetts as regulations get finalized, presenting a massive opportunity to be one of the first operator to-market. Grassp will set the standard for professional cannabis delivery, with a focus on exceeding our customers' and communities' expectations. We differ from our competitors due to the concierge level of service we provide and the fact that we cater to seniors.

Product overview: Grassp is backed by a proprietary technology, ensuring compliance and a quality user experience. Everything, from our beautiful UI to our management software, has been crafted for trusted and compliant cannabis delivery experiences. For those unable to use technology, we offer concierge support teams who can process orders over the phone, ensuring no customer is left behind.

Key participants: Strategic partners will include relationships with Curaleaf, an existing partner to Hope and Grassp Health in Nevada and Arizona. Our CEO has existing relationships to draw upon, as she used to live and work in Massachusetts for many years after graduating from college. We will utilize existing relationships at Harvard University, which is our CFO's alma mater, and his ties to the Gronkowski family will help us quickly get rooted into the communities we serve.

Pricing: Having operated in existing legal markets, we have created several pricing strategies that have proven to be effective. We will also be working with an upscale packaging company to differentiate our brand and speak to the quality we will be providing to our customer base.

4. MARKET ANALYSIS

Industry type: Adult Use Cannabis Legislation in Massachusetts passed with 54% of the vote, with a total cannabis spend of \$434M YTD. Grassp Health projects revenues of \$500k-\$1M in

Services

Business Plan

year 1 as an initial goal. As the market matures, we anticipate an accelerated growth rate of 20%-25% quarter over quarter.

Market segmentation: Main market segments include: Pharmaceutical, Health & Recreational. Grassp Health currently targets Health and Recreational. A smaller segment is the senior population we serve. Having the right product is crucial for this demographic, because they will trust recommendations from our cannabis experts. We will need access to wholesale flower for the largest target demographic and medically driven products for our seniors (i.e., full spectrum products, CBD balanced products, micro-dosing options, tinctures, capsules, honey, and medical gummies). This population will make up about 20% of our business.

Competition: Our competitive advantages are: white glove service, complimentary science-based health consultations, high-level strategic partnerships with like-minded main stream brands/organizations/healthcare systems (i.e., Banner Alzheimer's, Hospice of the West, Silverado Memory Care, Harvard University, UCLA, etc.)

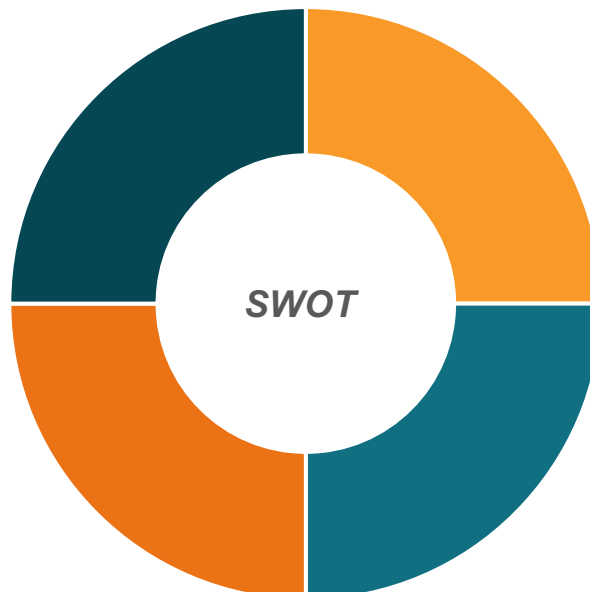
SWOT analysis:

STRENGTHS

- Existing knowledge from successful markets
- New tech capabilities (i.e: automated routing)
- Experienced operations & customer service teams
- Existing network of cannabis professionals
- We provide an essential service

OPPORTUNITIES

- Getting a debit card payment system would increase sales and order size immediately
- No barrier to entry with recreational (no need to get a medical card)
- New branding should help increase margins, loyalty and trust



WEAKNESSES

- Still a small team so there will be a growth transition
- Large product roadmap
- Need to ensure we have a consistent supply of wholesale products
- Need payment system for debit cards

THREATS

- Regulations changing
- Delays in licensing
- Driver accidents
- Robbery
- Lawsuits

5. OPERATING PLAN

- **Order fulfillment:** Here is how our delivery process works:
 1. Customer goes into the Grassp Website or the mobile application
 2. Customer creates a login and password
 3. Customer is asked to upload verification documents, a government-issued Identification card.
 4. Grassp's Customer Service agent reviews the document for compliance: a.) makes sure the card is valid and not expired, then b.) If the document submitted is incorrect, the customer is contacted to correct
 5. Once approved, customer places order
 6. Grassp's Customer Service agent gives customer a first-time customer/patient call to:
 - Review contact information and address is correct
 - Make sure the person on the call is the person who is on the ID
 - Ensure regulatory compliance and that the customer knows what that entails
 - Review the basics of how everything works and answer any questions they have
 - If a full consultation is desired, particularly if it's a health-related question, the customer is passed along to a Manager with advanced training in the medical use of Marijuana
 7. The order is received into our system and the product(s) are reserved from our inventory system (so they can't be ordered by another customer)
 8. The order is checked to make sure daily limit is not exceeded
 9. The items' Metrc labels are scanned for compliance and then packaged for Delivery by an Agent and secured in a locked compartment within the Delivery vehicle

Services

Business Plan

10. A trip manifest is created automatically for the order with all relevant information, which can be accessed any time and is stored in our cloud indefinitely.
11. During Delivery, the Agent and the Delivery items are tracked in real-time along their route. Customers are sent automatic notifications about the status of their order and delivery times
12. The Agent delivers the order and follows these procedures: a.) Agent checks Identification, including taking a photo, per requirements b.) Agent receives cash (and secures it in locked vehicle box) c.) Agent gets signature d.) Agent marks order as complete in the system and enters allotment into database, if necessary
13. Grassp's system sends customer a receipt
14. Grassp's system abides by all regulations, including HIPAA compliance

- **Payment:** Currently we are cash only, however we are looking for compliant debit card solutions. Delivery fees are processed or waived on each order, depending on order total and zip code for delivery.
- **Technology:** Grassp has built a proprietary technology specifically for cannabis delivery, to maintain regulatory compliance, safety and visibility, across the entire delivery chain. We take cyber security very seriously: our technology will integrate with METRC for seed-to-sale compliance.
- **Key customers:** Adult use customers using cannabis for recreational purposes is low-hanging fruit, and we believe our focus on seniors (age 65+) will make up about 20% of our customer base and will be a key differentiator in our approach to the marketplace.
- **Key employees and organization:** Dan Berger, our social equity partner, will be our boots-on-the-ground operator. His existing experience in the cannabis industry is proving to be extremely valuable in understanding the unique aspects of the MA market. Dan will be managing day-to-day operations, with support from Grassp Health Leadership. Danielle Grossman MBA, our Director of Operations and Growth, will be putting together SOP's and supporting company operations from a higher level. Veronica Santarelli, CEO, will be supporting with strategic partnerships and marketing. Tyler Rubin, our CTO/CFO, will be overseeing our technology department, ensuring our technology meets all regulatory requirements and our organization remains financially sound.
- **Facilities:** As soon as Grassp Health receives our pre-certification approval, we will begin our search for a wholesale facility that meets all regulatory requirements. Our goal is to find a facility that is located in an Area of Disproportionate Impact and where local government is supportive of our industry. We are currently having discussions with government officials in areas of disproportionate impact and understanding their needs for the HCA. Once we

negotiate the HCA and fulfill local requirements, we will negotiate a lease for a suitable warehouse space and apply for our provisional license.

6. MARKETING AND SALES PLAN

Key messages: Grassp Health – Your Trusted Partner for Cannabis. Grassp Health – Delivering Elevated Experiences.

Marketing activities:

- Digital Marketing, SEO, Social Media
- Strategic Partnerships
- Health-Related Partnerships (Assisted Living Communities, Hospice, Home Health)
- Affiliate Program
- Email and SMS marketing for subscribers
- Strategic Sponsorships
- Free educational seminars
- Free health consultations
- Complimentary In-Services
- Advertising on cannabis websites (i.e.: Leafly)

Sales strategy: Grassp Health leadership will run the sales strategy in Massachusetts. Both the CEO and Director of Ops & Growth, have a tremendous amount of sales and marketing experience to help make the delivery business in Massachusetts successful.

7. PROPOSED TIMELINE

Sept/Oct 2021 – get on the schedule for the CCC meeting to get provisional license approval

Services

Business Plan

From Provisional Approval:

- Begin buildout & installation of security measures, including inspections (30 - 60 days)
- Begin posting and interviewing employees (30 days) + Training (2 weeks)
- Metrc integration and training (30 days)
- Vendor negotiations and wholesale agreement approval (30 days)
- Packaging approval (30 days)
- Vehicle purchase/lease + security instillation (45 days)

Nov/Dec 2021 – estimated state inspection

Dec 2021/Jan 2022 – estimated date to get on schedule for CCC meeting for final approval / commence operations

Dec 2021/Jan 2022 – order products for sale (2 weeks) + soft launch (2 weeks)

Jan 2022/Feb 2022 – fully operational

Summary of Operating Plans, Policies, and Procedures

Maintenance of Financial Records

Grassp complies with all accounting principles and keeps records of:

- Assets and liabilities
- All monetary transactions
- Books of accounts, which 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 the marijuana establishment

Grassp completes daily and weekly accounting audits, as well as monthly and yearly reconciliations.

Summary of Operating Plans, Policies, and Procedures

Recordkeeping Procedures

Grassp Ventures LLC maintains strict recordkeeping protocols which shall be available for inspection by the Commission, on request. The financial records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000:

- a. Written Operating Procedures as required by 935 CMR500.105(1): Written operating Procedures;
- b. Inventory Records as required by 935 CMR 500.105(8): Inventory and Transfer;
- c. Seed-to-sale SOR Electronic Tracking System Records for all Marijuana Products as required by 935 CMR 500.105(8)(e);
- d. Personnel records
- e. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- f. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029: Registration and Conduct of Laboratory Agents, 935 CMR 500.030: Registration of Marijuana Establishment Agents, and 803 CMR 2.00: Criminal Offender Record Information (CORI)
- g. Business records
- h. Waste disposal records as required under 935 CMR 500.105(12)

In the event that Grassp Ventures LLC needs to close, all records shall be kept for a minimum of two years.

In addition, we:

- shall keep waste records for at least three years

The following personnel records shall be maintained:

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

The following business records shall be maintained:

- Assets and liabilities;

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

Summary of Operating Plans, Policies, and Procedures

Personnel Policies

Grassp Ventures LLC maintains a responsible and inclusive work environment. Our staffing plan will demonstrate accessible business hours and safe conditions.

Grassp will maintain a staffing plan and records in compliance with 935 CMR 500.105(9).

Personnel Records

Grassp Ventures LLC keeps personnel records on all persons employed by the company. Information includes job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.

Agent Records

Records for all ME agents will be maintained for at least 12 months after employment termination. Information shall include:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. 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;
- e. Documentation of periodic performance evaluations;
- f. A record of any disciplinary action taken; and
- g. Notice of completed Responsible Vendor Training Program and eight-hours in-house related duty training for Marijuana Establishment Agents required under 935 CMR 500.105(2)
- h. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029: Registration and Conduct of Laboratory Agents, 935 CMR 500.030: Registration of Marijuana Establishment Agents, and 803 CMR 2.00: Criminal Offender Record Information (CORI)

Code of Ethics

Grassp Ventures LLC believes that ethical conduct in its business practices is critical. Grassp expects all directors, officers, and employees to operate in accordance with the highest ethical standards in their conduct of business for and on behalf of the Company.

Grassp Ventures LLC is committed to the following values:

- Focus on the customer
- Integrity, honesty and respect
- Teamwork
- Good stewardship
- Understanding and compassion
- Transparency
- Achievement

Whistle-blower policy

All Personnel are responsible for reporting any conduct or activities that they reasonably believe are or may lead to a breach of any obligations under this Code and any compliance regulations. In reporting non-compliance, employees should first raise the issue with their immediate superior, who shall consult with general counsel or human resources department to determine whether a breach has or may have occurred. If consultation with a supervisor or superior is not possible in the circumstances, or does not resolve the matter, Personnel should take it up directly with next level of management.

No retaliatory action will be taken against an individual for providing information in good faith. Disciplinary actions may be taken against any Personnel who violate this Code.

Accommodations for Disabled Applicants and Employees

Grassp Ventures LLC is committed to best business practices around diversity and inclusion. As such, Under Title I of the Americans with Disabilities Act, there are three areas in which reasonable accommodations may be needed:

- a. Adjustments to the job application process so a qualified applicant with a disability can be considered for a position;
- b. Modifications to the physical work environment, or to the way a job is usually performed, so an individual with a disability can perform the essential functions of that position; and
- c. Changes that enable an employee with a disability to enjoy equal benefits and privileges of employment like those that are enjoyed by other employees without disabilities. This may include access to cafeterias, lounges, auditoriums and company-provided transportation.

Diversity and Inclusion

Please see separate Diversity Plan.

Termination Policies

Grassp Ventures has a policy that calls for the immediate dismissal of any Agent who has:

- a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
- b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- c. 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 any Other Jurisdiction.

Health & Personal Hygiene

All Agents will maintain good personal hygiene practices. All agents shall observe the following protocols:

Grooming:

1. Arrive at work clean - clean hair, teeth brushed, and bathed with deodorant used daily.
2. Maintain short, clean, and polish-free fingernails.
3. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - a. When entering the facility before work begins
 - b. Immediately before handling product
 - c. As often as necessary during the work when contamination occurs
 - d. In the restroom after toilet use, and when you return to your work station
 - e. After touching face, nose, hair, or any other body part, and after sneezing or coughing
 - f. After cleaning duties
 - g. Before wearing disposable gloves
 - h. After smoking, eating, or drinking
 - i. Any other time an unsanitary task has been performed - i.e. taking out garbage, handling cleaning chemicals, wiping counters, picking up a dropped food item, etc.
4. Wash hands only in hand sinks designated for that purpose
5. Dry hands with single use towels. Turn off faucets using a paper towel in order to prevent recontamination of clean hands
6. Wear gloves whenever handling product

Proper Attire:

1. Wear appropriate clothing-Professional or Business casual
2. Wear disposable gloves with any cuts, sores, rashes, or lesions. Wear gloves when handling any medicinal products that are unpackaged
3. Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves

Smoking, eating, and gum chewing:

1. Smoke only in designated areas. No smoking or chewing tobacco shall occur inside the facility or while driving Delivery vehicles
2. Eat and drink in designated areas only

Covid-19 protocols:

1. Wear a mask while at the facility and during Delivery of products
2. Wear gloves, as described above
3. Make sure to sanitize hands before and after each Delivery
4. Maintain 6 feet distance while in facility and during Delivery

Alcohol, Smoking, and Drug Policies in Workplace

Grassp maintains a zero-tolerance policy for using alcohol and drugs while at work, including but not limited to the facility, in the parking lot, and while delivering to customers. Smoking is prohibited during work but may be allowed in designated areas during employee breaks. ME Agents shall not smoke in vehicles.

Confidential Information

For Employees – all confidential information will be maintained in the Manager's office and will be locked when Manager is not there.

For customer's – Grassp takes cyber security very seriously, and all customer information is secured in Grassp's proprietary Technology Platform and complies with all privacy and HIPAA regulations. Grassp's Chief Technology Officer has taken special steps to ensure additional compliance and resources have been deployed to ensure our technology exceeds industry standards of compliance with privacy and HIPAA regulations.

Diversity Plan

Statement of Purpose

As a women-led organization, Grassp Ventures LLC (“Grassp” or the “Company”) not only understands the importance of diversity and inclusivity, but we embody it. Grassp is an equal opportunity employer, and we pride ourselves on creating an inclusive environment with a team consisting of different ethnicities, gender, sexual orientation, ages, disabilities, and veterans.

Grassp will create measurable and attainable goals that continue to uphold our priorities of uplifting people of color, women, veterans, persons with disabilities and members of the LGBTQ+ community. We are committed to the training and promotion practice that enable our diverse talent pool to climb through the ranks into upper management. We value promotion from within.

Grassp also understands that diversity doesn’t just stop at our employees, and we are committed to reducing barriers for women and minorities within the cannabis industry, in general, which is why we will also be creating diversity and inclusion among our vendors and suppliers.

We believe that creating inclusive product offerings, community, and work environment reduces turnover and increases employee satisfaction. Happy employees also create a positive experience for our customers.

Goals

Grassp Health is committed to diversity and inclusion practices within our hiring practices, as well as within our community. Our goals are:

- Goal 1: Ensure that our recruiting and hiring practices are in place so that 80% of our employees are individuals from diverse populations. Please see a breakdown of percentages within each group under the measurements section..
- Goal 2: Ensure our ownership & leadership team reflects our diverse culture with a goal that 80% of our owners/managers are individuals from diverse populations. Please see a breakdown of percentages within each group under the measurements section.
- Goal 3: Promote diversity and equity within the cannabis industry by ensuring 20% of our vendors, suppliers, and service providers are from diverse populations. Please see a breakdown of percentages within each group under the measurements section.

Strategies/Program

Ensure that our recruiting and hiring practices are in place so that 80% of our employees are individuals from diverse populations.

Recruiting & Hiring

Grassp will conduct targeted outreach to organizations that currently work with diverse populations. Currently, we are working with the Urban League of Eastern Massachusetts, and we will continue to network and expand relationships with other organizations that work with these diverse populations including, but not limited to: Mass Hire North Shore Career Center, Salem State Veteran's Affairs office, Women's Friends Society, Salem Queer Womxn, etc.

We will participate in the Mass Hire North Shore Career Center job fair on a quarterly basis to ensure we have a consistent and ongoing pool of potential candidates. Annually, we will participate in the Jobs Rebuild Boston Community Conference and Career Fair (JRBCCC), hosted by the Urban League of Eastern Massachusetts. We will post all open positions on the job boards of both these organizations. In addition, we will place annual advertisements in The Salem News specifically seeking employees from diverse backgrounds, with a focus on the groups enumerated in Goal No. 1.

Ensure our ownership & leadership team reflects our diverse culture with a goal that 80% of our owners/managers are individuals from diverse populations.

Diversity in Ownership & Leadership

Grassp Health's social equity partner Dan Berger, who owns 51% of the license, is the embodiment of diversity. In addition, Grassp Health is a women-run business, further adding to the diversity of the leadership team. Grassp is committed to maintaining this diversity in leadership.

Training & Mentoring. Grassp will further promote equity within its leadership ranks by coaching and mentoring our diverse talent pool with leadership potential, and then promoting from within. In Arizona, 100% of Grassp's managers come from diverse populations (LatinX, women, and LGBTQ+ specifically). All employees will be coached on a weekly basis. On a semi-annual basis, all employees will have a 1-on-1 meeting with their manager to discuss performance and leadership opportunities. Employees who express a desire for leadership opportunities will then have monthly ongoing 1-on-1 mentorship meetings to learn new leadership skills, take on small projects (to give them new skills), and discuss their growth progress. As new leadership positions open up within Grassp, they will be promoted, having been already trained and prepared for the new roles. Mentorship will continue for the length of their employment.

Promote diversity and equity within the cannabis industry by ensuring 20% of our vendors, suppliers, and service providers are from diverse populations.

Diversity and Equity Among Suppliers & Vendors

Grassp will actively search for and encourage contracts with companies that promote diversity, including minority-owned, women-owned, and veteran-owned businesses. Our aim is to ensure at least 20% of our contracts come from these businesses. Being a social equity applicant-owned business, we already have a network with which to start. We look forward to working closely with these individuals and businesses to understand how we can better meet the needs of the community.

Education Seminars

Grassp currently hosts monthly educational seminars (free continuing education units) with providers in healthcare and assisted living. We believe that equity in cannabis is driven by education and helping to erase the stigma of cannabis use. We plan to continue these efforts in Massachusetts. Our topics cover the use of cannabis as medicine, the evolution of cannabis laws, methods of administration, and federal protections. In addition to the healthcare and assisted living community, Grassp will work with community groups such as the Urban League of Eastern Massachusetts to provide similar workshops that give individuals within diverse populations an introduction to working in cannabis, in order to give them a leg up when applying to open entry-level positions within the cannabis industry. Topics will include: intro to the cannabis industry, basics of cannabis administration, state and federal laws, budtending basics, delivery basics, other roles within the industry, and more.

Measurement

Our Massachusetts Head of Operations (and social equity owner) will be responsible for the execution, management and metric tracking of the Diversity Plan. In addition to reviewing our metrics quarterly to ensure we are taking measures to achieve/exceed our goals, he will be compiling data for an annual report. Our metrics will be measured as the following:

- Goal No. 1: Grassp will ensure that 80% of hires will identify as a member of one or more Diverse Populations. The breakdown of goals will be as follows:

minorities	40%
women	20%
veterans	20%
disabilities	10%
LGBTQ+	10%

- Goal No. 2: Grassp will provide weekly & monthly coaching & mentoring in order to promote from within so that our managers and executive leaders are also comprised of 80% of individuals from diverse populations. The breakdown of goals will be as follows:

minorities	40%
women	20%
veterans	20%
disabilities	10%
LGBTQ+	10%

- Goal No. 3: Grassp will conduct monthly outreach to suppliers & vendors within Diverse Populations to ensure 20% of our contracts are from these businesses. The breakdown of goals will be as follows:

minorities	40%
women	20%
veterans	20%
disabilities	10%
LGBTQ+	10%

- All Goals: Management training will be conducted regarding diversity, equity and inclusion best practices within the workplace.

Grassp will report annually on the outcomes of these measures, including:

- Group partnerships that were created for the assistance of our targeted hiring plan
- Number of listings and job fairs made with these groups/organizations
- The number of individuals from Diverse Populations that were hired, retained and promoted
- Number of new positions created
- Number of contracts created or renewed with these businesses

Acknowledgements

Grassp Health acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.