



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282380
Original Issued Date: 03/09/2023
Issued Date: 03/09/2023
Expiration Date: 03/09/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Ventures Corp

Phone Number: 603-721-1864
Email Address: greenventures2020@gmail.com

Business Address 1: 3 Young rd
Business City: Ashburnham Business State: MA Business Zip Code: 01430
Mailing Address 1: 1215 Main st unit 15 #5
Mailing City: Tewksbury Mailing State: MA Mailing Zip Code: 01876

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 49 Percentage Of Control: 50
Role: Owner / Partner Other Role:
First Name: Christopher Last Name: Frost 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 2

Percentage Of Ownership: 51

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Brenda

Last Name: Makarewicz

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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Brenda

Last Name: Makarewicz

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$90800

Percentage of Initial Capital: 63

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Christopher

Last Name: Frost

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$53200

Percentage of Initial Capital: 37

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 3 Young rd

Establishment Address 2:

Establishment City: Ashburnham

Establishment Zip Code: 01430

Approximate square footage of the Establishment: 6000

How many abutters does this property have?:

10

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	host community cert.pdf	pdf	6140f80aac5410074071820b	09/14/2021
Plan to Remain Compliant with Local Zoning	Compliance with local zoning.pdf	pdf	614df3251a0911693590ae9c	09/24/2021
Community Outreach Meeting Documentation	COM_Attestation.pdf	pdf	629e71923bea2b0008d49021	06/06/2022
Community Outreach Meeting Documentation	attachment A.pdf	pdf	62a13f705871d1000887a1e1	06/08/2022
Community Outreach Meeting Documentation	attachment B.pdf	pdf	62a14038eb816b00087749ee	06/08/2022
Community Outreach Meeting Documentation	attachment C.pdf	pdf	62a143015871d1000887a2d5	06/08/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for positive impact_4.pdf	pdf	63104b5144fa35000adf0bff	09/01/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role:
First Name: Christopher	Last Name: Frost Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role: Owner / Partner	Other Role:
First Name: Brenda	Last Name: Makarewicz Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
-------------------	---------------	------	----	-------------

Articles of Organization	articlesorganization.pdf	pdf	5e6573144a895743f3a6b805	03/08/2020
Department of Revenue - Certificate of Good standing	DORcogs.pdf	pdf	6267e9ad4d83ec000a364c26	04/26/2022
Secretary of Commonwealth - Certificate of Good Standing	SOScogs.pdf	pdf	627567ad4d83ec000a445990	05/06/2022
Bylaws	Corporate-Bylaws-MA adopted.pdf	pdf	627567e54d83ec000a445a8f	05/06/2022
Department of Revenue - Certificate of Good standing	attestationUnemploymentassistance (1).pdf	pdf	62fec35d44fa35000acf8c04	08/18/2022

No documents uploaded

Massachusetts Business Identification Number: 001409880

Doing-Business-As Name: GREENVENTURES CORP

DBA Registration City: Tewksbury

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline.pdf	pdf	625338723eefeb000a27ca2d	04/10/2022
Plan for Liability Insurance	Plan for obtaining insurance.pdf	pdf	62756d97560e3c00088e4ca7	05/06/2022
Business Plan	BP for CCC application_4.pdf	pdf	62fec39b44fa35000acf8c49	08/18/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting access to age 21 years and older_1.pdf	pdf	62533c9a5e562200081cc807	04/10/2022
Dispensing procedures	Dispensing procedures.pdf	pdf	625340e73eefeb000a27cbed	04/10/2022
Security plan	Security.pdf	pdf	62534a0e3eefeb000a27cef6	04/10/2022
Storage of marijuana	Storage.pdf	pdf	62534d165e562200081cce50	04/10/2022
Prevention of diversion	Prevention of diversion.pdf	pdf	6264c7154d83ec000a342778	04/23/2022
Transportation of marijuana	Transportation.pdf	pdf	6264c858560e3c00087df5ef	04/23/2022
Inventory procedures	Inventory and Transfer.pdf	pdf	6264db52560e3c00087df94f	04/24/2022
Quality control and testing	Quality Control and Testing.pdf	pdf	6264dbf74d83ec000a342af8	04/24/2022
Record Keeping procedures	Recordkeeping.pdf	pdf	6265e5734d83ec000a346269	04/24/2022
Maintaining of financial records	Maintaining of financial records.pdf	pdf	6265e8e94d83ec000a3462dd	04/24/2022
Qualifications and training	Qualifications and training.pdf	pdf	62661e934d83ec000a34695b	04/25/2022
Energy Compliance Plan	Energy efficiency.pdf	pdf	62688add4d83ec000a37a648	04/26/2022
Personnel policies including background checks	Personnel policies including background checks_2.pdf	pdf	62757a89560e3c00088e7f74	05/06/2022
Personnel policies including background checks	Welcome To Greenventures.pdf	pdf	62757ae0560e3c00088e818a	05/06/2022

Policies and Procedures for cultivating.	Cultivating_1.pdf	pdf	62758ba9560e3c00088ea049	05/06/2022
Diversity plan	Diversity Plan_6.pdf	pdf	632216f7d239e20007f594a3	09/14/2022

ATTESTATIONS

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

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

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

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

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:

Greenventures corp

2. Name of applicant's authorized representative:

Christopher B Frost

3. Signature of applicant's authorized representative:



4. Name of municipality:

Ashburnham

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

Brian Doheny, Town Administrator



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



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

BDOHENY@ASHBURNHAM-MA.GOV

8. Host community agreement execution date:

5/17/21



Compliance with local zoning

Ashburnham allows marijuana grow facilities in residential B zoned areas with a special permit issued by the selectboard.

Our hearing for zoning special permit was held 6/21/21, the 3 member select board voted unanimously to approve the special permit.

We will have final zoning certification after the final license is issued.

Compliance with zoning ordinances will be handled by the professional team of architects and engineers we have contracted.

Thus far in our progress in this project, all applications submitted to the town have been approved.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Order Confirmation

Not an Invoice

Account Number:	755563
Customer Name:	Frost, Christopher
Customer Address:	Frost, Christopher 28 Town Farm RD Wilton NH 03086-5622
Contact Name:	Christopher Frost
Contact Phone:	603-654-7070
Contact Email:	greenventures2020@gmail.com
PO Number:	

Date:	05/11/2022
Order Number:	7289667
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	14.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO GRD The Gardner News	1	05/17/2022 - 05/17/2022	Public Notices
NEO GRD thegardnernews.com	1	05/17/2022 - 05/17/2022	Public Notices

Total Order Confirmation	\$36.82
---------------------------------	----------------

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 1, 2022 at 5:30 pm in the Ashburnham Town Hall meeting room on floor 3. The proposed Tier 1 Marijuana Cultivation Establishment will be located at 3 Young Road, Ashburnham, MA. There will be an opportunity for the public to ask questions.

Massachusetts Public Notices

Search notices

Keyword
hearing, probate, court, bank name

Publication name
The Gardner News

Start date
05/17/2022

End date
05/18/2022

Search [Clear](#)

[Contact Us](#) | [View all Massachusetts Notices](#)

LEGAL NOTICE
PUBLIC AUCTION
SALE OF HOUSEHOLD GOODS
By virtue of the right granted by statute, The Massachusetts Uniform Commercial Code; section 7-210, Enforcements of Warehouseman's lien and all oth...

05/17/2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WO22P1430EA
Worcester Division
225 Main Street, Worcester, MA 01608
(508) 831-2200
INFORMAL PROBATE
PUBLICATION NOTICE...

05/17/2022

Public Notices

05/17/2022

Share     **Print** 

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 1, 2022 at 5:30 pm in the Ashburnham Town Hall meeting room on floor 3. The proposed Tier 1 Marijuana Cultivation Establishment will be located at 3 Young Road, Ashburnham, MA. There will be an opportunity for the public to ask questions.

Easy Access



COVID-19 Information



Bid Notices



Fire Department



Police Department



Economic Development



Public Works



Forms & Applications



Employment / Volunteer



Useful Links



Calendar - Meetings
(Agendas/Minutes)

News

Calendar

Community Calendar

Library Calendar

Hours

Information for Meeting of Marijuana Review Team Wednesday June 1, 2022 5:30 PM EDT

NOTE: This event is not considered a meeting subject to the Open Meeting laws.

Town: [Ashburnham, MA](#)
Board: [Marijuana Review Team](#)
Time: Wednesday June 1, 2022 5:30 PM EDT
Location: Town Hall
32 Main St, Ashburnham, MA 01430
Auditorium

Print Agenda

Agenda:

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 1, 2022 at 5:30pm in the Ashburnham Town Hall meeting room on 3rd Floor.

The proposed Tier 1 Cultivation Marijuana Establishment will be located at 3 Young Road, Ashburnham, MA 01430.

There will be an opportunity for the Public to ask questions

Scheduled By: [Donna Burton](#)
Posted At: May 24, 2022 12:54 PM EDT
Last Modified: May 24, 2022 12:54 PM EDT
Minutes: Minutes **are not** on record with the Town Clerk's office

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

For delivery information, visit our website at www.usps.com®.

Bay Cliff, TX 77518

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

Wenham, MA 01984

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

Ashburnham, MA 01430

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

Athol, MA 01331

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

Ashburnham, MA 01430

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

Ashburnham, MA 01430

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Postmark Here
MAY 17 2022
05/17/2022

WILTON NH 03086

USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2021 0950 0000 7640 1761

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

For delivery information, visit our website at www.usps.com®.

New Salem, MA 01355

OFFICIAL USE

Certified Mail Fee \$3.75
\$0.00
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58
\$4.33
Total Postage and Fees

WILTON NH 03086

Postmark
Here

MAY 17 2022

05/17/2022

USPS

NEW SALEM MA 01355

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

2021 0950 0000 7640 1754

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

For delivery information, visit our website at www.usps.com®.

Boston, MA 02114

OFFICIAL USE

Certified Mail Fee \$3.75
\$0.00
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58
\$4.33
Total Postage and Fees

WILTON NH 03086

Postmark
Here

MAY 17 2022

05/17/2022

USPS

Boston MA 02114-2109

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

2021 0950 0000 7640 1907

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

For delivery information, visit our website at www.usps.com®.

Ashburnham, MA 01430

OFFICIAL USE

Certified Mail Fee \$3.75
\$0.00
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58
\$4.33
Total Postage and Fees

WILTON NH 03086

Postmark
Here

MAY 17 2022

05/17/2022

USPS

ASHBURNHAM MA 01430

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 1, 2022 at 5:30 pm in the Ashburnham Town Hall meeting room on floor 3. The proposed Tier 1 Cultivation Marijuana Establishment will be located at 3 Young Road, Ashburnham, MA. There will be an opportunity for the public to ask questions.

Plan for positive impact

Goals: Our goal for positive impact will be to mentor at least one candidate per year from the Commission-designated Certified Economic Empowerment Priority recipients or Commission-designated Social Equity Program participants. We believe we can provide professional services, technical services and mentoring for individuals and businesses facing systemic barriers. We will advertise quarterly in the Worcester Telegram seeking candidates to mentor. The mentee can be from any community in the Commonwealth that the CCC deems as disproportionately impacted.

We will remain compliant with the CCC regulations set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Programs: Working with individuals in the actual growing environment will help them see what has to be done on a daily basis to run a successful business. They can develop knowledge in cultivation techniques, industry contacts, methods and procedures, sales, bookkeeping, logistics. There is no time cap on how long mentoring will take, that will be up to the individual as to what they can gain from us. The mentee will be classified as a volunteer. There will be an application process for all mentees. We will mentor at least 1 candidate per year.

Accountability: For accountability, after mentoring the applicant can provide feedback on the mentoring experience to both us and the CCC. Within the first 30 day of mentoring, the mentee will write an evaluation of their experience and provide us with feedback on what was learned, what may need to be covered in more detail, if any changes or additions need to be made. The progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Measurement: When the candidate / mentee is successful in their application, and is granted provisional licensure status, we will have achieved our goal.



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001409880

ARTICLE I

The exact name of the corporation is:

GREEN VENTURES CORP

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
STK	\$0.00000	275,000	\$0.00	275,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: BRENDA MAKAREWICZ

No. and Street: 1215 MAIN ST

UNIT 115 #5

City or Town: TEWKSBURY

State: MA

Zip: 01876

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	BRENDA MAKAREWICZ	40 JAMES ST TEWKSBURY, MA 01876 US
TREASURER	CHRISTOPHER B FROST	28 TOWN FARM RD WILTON, NH 03086 US
SECRETARY	BRENDA MAKAREWICZ	40 JAMES ST TEWKSBURY, MA 01876 US
VICE PRESIDENT	CHRISTOPHER B FROST	28 TOWN FARM RD WILTON, NH 03086 US
DIRECTOR	CHRISTOPHER B FROST	28 TOWN FARM RD WILTON, NH 03086 US
DIRECTOR	BRENDA MAKAREWICZ	40 JAMES ST TEWKSBURY, MA 01876 US

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

December

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

APPLYING FOR A LICENSE WITH CANNABIS CONTROL COMMI

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

No. and Street: 1215 MAIN ST

UNIT 115 #5

City or Town: TEWKSBURY State: MA Zip: 01876 Country: USA

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

No. and Street: 40 JAMES ST

City or Town: TEWKSBURY

State: MA

Zip: 01876

Country: USA

which is

☐ its principal office

☐ an office of its transfer agent

☒ an office of its secretary/assistant secretary

☐ its registered office

Signed this 5 Day of November, 2019 at 1:04:25 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

CHRISTOPHER FROST BRENDA MAKAREWICZ

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:

November 05, 2019 01:04 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L0320625088
Notice Date: April 25, 2022
Case ID: 0-001-499-516



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN VENTURES CORP
1215 MAIN ST UNIT 15 # 5 STE 15
TEWKSBURY MA 01876

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: April 28, 2022

To Whom It May Concern :

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

GREEN VENTURES CORP

is a domestic corporation organized on **November 05, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 22040649710

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

Processed by: ili

CORPORATE BYLAWS

of

GREENVENTURES

ARTICLE 1

Company Formation

- 1.01 **FORMATION.** This Corporation is formed pursuant to the Massachusetts Business Corporation Act (“the Act”).
- 1.02 **CORPORATE ARTICLES COMPLIANCE.** The Board of Directors (the “Board”) acknowledges and agrees that they caused the Corporation’s Articles of Organization (the “Articles”) to be filed with the Massachusetts Secretary of State and all filing fees have been paid and satisfied.
- 1.03 **REGISTERED OFFICE & REGISTERED AGENT.** The name and location of the registered agent will be as stated in the Company’s Articles and complies with Section 5.01 of the Act. The Corporation may change its registered office or registered agent by filing a statement with the Secretary of State setting forth the change. The Board is obligated to maintain and update the corporate records on file with the Corporation’s registered agent.
- 1.04 **OTHER OFFICES.** The Corporation may have other offices as selected by the Board.
- 1.05 **CORPORATE SEAL.** Pursuant to Section 3.02 of the Act, the Board may decline to adopt a corporate seal with the form and inscription of their choosing.
- 1.06 **PURPOSE.** Pursuant to Section 3.01 of the Act, this Corporation is formed to engage in any lawful business purpose.
- 1.07 **ADOPTION OF BYLAWS.** Pursuant to Section 3.02 of the Act, the Board has caused the adoption of these corporate bylaws (“Bylaws”) on behalf of the Corporation.

ARTICLE 2

Board of Directors

- 2.01 **INITIAL MEETING OF THE BOARD.** The Board has conducted and completed the initial meeting necessary to begin the business operations of the Corporation.
- 2.02 **POWERS AND NUMBERS.** Pursuant to Section 8.01 of the Act, the management of all the Corporation's affairs, property, and interests shall be managed by or under the direction of the Board. Per Section 8.03 of the Act, the Board of the Corporation shall be comprised of the number of directors listed in the Articles, unless expressly altered by these Bylaws. The Board consists of at least one (1) natural person who need not be a shareholder or resident of the State of Massachusetts.
- 2.03 **DIRECTOR LIABILITY.** Each director is required, individually and collectively, to act in good faith, with reasonable and prudent care, and in the best interest of the Corporation. If a director acts in accordance with Section 8.30 of the Act, then they shall be immune from liability arising from official acts on behalf of the Corporation. Directors are presumed to act in compliance with Section 8.30.
- Directors who fail to comply with Section 8.30 of the Act shall be personally liable to the Corporation for any improper distributions and as otherwise described in Section 8.31 of the Act and these Bylaws.
- 2.04 **CLASSES OF DIRECTORS.** Until such time as the Articles are accordingly amended, the Corporation does not have classes of directors.
- 2.05 **CHANGE OF NUMBER.** The number of directors may be changed at any time by amendment of these Bylaws, pursuant to the process outlined in Article 10 of these Bylaws. A decrease in number does not have the effect of shortening the term of any incumbent director. In the event the established number of directors is decreased, the directors shall hold their positions until the next shareholder meeting occurs and new directors are elected and qualified.
- 2.06 **ELECTION & REMOVAL OF DIRECTORS.** Pursuant to Section 8.03 of the Act, directors are to be voted on and elected at each annual shareholder meeting for a term of one (1) year. A director shall hold office until their successors are duly elected and qualified at the following annual shareholder meeting, unless a special meeting is expressly called to remove a director and/or fill a vacancy. If a director is elected, but is not yet qualified to hold office, then the previous director shall holdover until such time that the newly elected director is so qualified. Pursuant to Section 8.08 of the Act, one or more directors of the Board, may be removed by an affirmative vote by the holders of a majority of stock entitled to vote at any meeting of shareholders called expressly for that purpose.
- 2.07 **VACANCIES.** All vacancies in the Board may be filled by the affirmative vote of a majority of the remaining directors, *provided* that any such director who fills a vacancy is qualified to be a director and shall only hold the office until a new director is elected by the shareholders at the next meeting of the shareholders. Any director who fills a vacancy on the Board shall not be considered unqualified or disqualified solely by virtue of being an interim director. Pursuant to

Section 8.10 of the Act, any director elected by the shareholders to fill a vacancy which results from the removal of a director shall serve the remainder of the annual term of the removed director and until a successor is elected by the shareholders and qualified. The Board may fill a vacancy created by an increase in the number of directors for a term lasting until the next annual election of directors by the shareholders at the annual meeting or a special meeting called for the purpose of electing directors.

- 2.08 **REGULAR MEETINGS.** Pursuant to Section 8.20 of the Act, the meetings of the Board or any committee may be held at the Corporation's principal office or at any other place designated by the Board or its committee, including by means of remote communication which allows all the persons participating in the meeting to hear each other at the same time. The annual meeting of the Board will be held without notice immediately after the adjournment of the annual meeting of shareholders.
- 2.09 **SPECIAL MEETINGS.** Pursuant to Section 8.20 of the Act, special meetings of the Board may be held at any place and at any time, including by means of remote communication which allows all the persons participating in the meeting to hear each other at the same time and may be called by the Chairman of the Board, the President, Vice President, Secretary, or Treasurer, or at least two (2) directors. Any special meeting of the Board must be preceded by at least forty-eight (48) hours' notice of the date, time, place, and purpose of the meeting, unless these Bylaws require otherwise.
- 2.10 **ACTION BY DIRECTORS WITHOUT A MEETING.** Pursuant to Section 8.21 of the Act, any action which may be taken at a meeting of the Board, or its committee, may be taken without a meeting, *provided* all directors or committee members unanimously agree, and such unanimous consent is filed with the minutes of the proceeding and sets forth the action taken by the Board.
- 2.11 **NOTICE OF MEETINGS.** Pursuant to Section 8.22 of the Act, the regular meetings of the Board shall be held without notice of the date, time, place, or purpose of the meeting, provided the meeting of the Board follows the adjournment of the annual shareholder meeting. Notice may be given personally, by facsimile, by mail, or in any other lawful manner, so long as the method for notice comports with Article 8 of these Bylaws. Oral notification is sufficient only if a written record of the notice is included in the Corporation's minute book. Notice is effective at the earliest of:
- (a) Receipt;
 - (b) Delivery to the proper address or telephone number of the director(s) as shown in the Corporation's records; or
 - (c) Five (5) days after its deposit in the United States mail, as evidenced by the postmark, if correctly addressed and mailed with first-class postage prepaid.
- 2.12 **WAIVER OF NOTICE.** Pursuant to Section 8.23 of the Act, a director waives the notice requirement if that director attends or participates in the meeting, unless a director attends for the express purpose of promptly objecting to the transaction of any business because the

meeting was not lawfully called or convened. A director may waive notice by a signed writing, delivered to the Corporation for inclusion in the minutes before or after the meeting.

- 2.13 **QUORUM.** Per subsection 8.24 of the Act, a majority of the entire Board constitutes a quorum, and a quorum is necessary at all meetings to constitute a quorum to transact business.
- 2.14 **REGISTERING DISSENT.** As provided in Section 8.24 of the Act, a director who is present at a meeting at which an action on a corporate matter is taken is presumed to have assented to such action, unless the director expressly dissents to the action. A valid dissent must be entered in the meeting's minutes, filed with the meeting's acting Secretary before its adjournment, or forwarded by registered mail to the Corporation's Secretary within twenty-four (24) hours after the meeting's adjournment. These options for dissent do not apply to a director who voted in favor of the action or failed to express such dissent at the meeting.
- 2.15 **EXECUTIVE AND OTHER COMMITTEES.** As permitted by Section 8.25 of the Act, the Board may create committees to delegate certain powers to act on behalf of the Board, provided the Board passes a resolution indicating such creation or delegation. Notwithstanding the power to create committees, no committee may issue stock, recommend shareholder actions, nor amend these Bylaws. The Board may delegate to a committee the power to appoint directors to fill vacancies on the Board. All committees must record regular minutes of their meetings and keep the minute book at the corporation's office. The creation or appointment of a committee does not relieve the Board or its members from their standard of care described in Section 2.03 of these Bylaws or in Section 8.30 of the Act.
- 2.16 **COMPENSATION.** Per Section 8.11 of the Act, the Board may adopt a resolution which results in directors being paid a reasonable compensation for their services rendered as directors of the Corporation. Directors may also be paid a fixed sum and expenses, if any, for attendance at each regular or special meeting of such Board. Nothing contained in these Bylaws precludes a director from receiving compensation for serving the Corporation in any other capacity, including any services rendered as an officer or employee. If the Board accordingly passes a resolution, then committee members may be allowed like compensation for attending committee meetings.
- A resolution of the Board that grants compensation to a director may be challenged by a shareholder, provided the shareholder requests a special shareholder meeting specifically addressing the resolution related to director compensation. Any Board resolution that relates to director compensation can be overturned by a majority vote of shareholders.
- 2.17 **LOANS.** The Corporation may not make loans to the directors without the approval of a majority of shareholders entitled to vote.
- 2.18 **INDEMNIFICATION.** Provided the director complies with the standard of care described in Section 2.03 of these Bylaws and Section 8.30 of the Act, the Corporation shall indemnify any director made a party to a proceeding, brought or threatened, as a consequence of the director acting in their official capacity. In the event a director is entitled to indemnification by the Corporation, the director shall be indemnified pursuant to the process outlined in Sections 8.51 and 8.52 of the Act.

ARTICLE 3

Stock

3.01 **AUTHORITY TO ISSUE.** Subject to Section 6.01 of the Act and the Articles, the Corporation is authorized to issue any class of stock or securities convertible into stock of any class. Before any stock of the Corporation may be issued, the Board must pass a resolution which authorizes the issuance, sets the minimum consideration for the stock or security (or a formula to determine the minimum consideration), and fairly describes any non-monetary consideration.

3.02 **RESTRICTIONS.** Stock may only be issued in accordance with the Articles, and through the process described in these Bylaws. Any issuance of stock in excess of the amount described in the Articles must be authorized by the Board and approved by the affirmative vote by a majority of shareholders. Per Section 6.27 of the Act, any restriction on the transferability of stock shall be fully furnished to the shareholder, upon shareholder request, and without any charge to the shareholder. Per Subsection 6.27 of the Act, any failure to furnish such information to the shareholder does not render the restriction on stock transferability invalid or unenforceable.

As provided in Section 6.27 of the Act, no shareholder has a preemptive right to subscribe to any subsequent or additional issuance of stock.

3.03 **STOCK CERTIFICATES.** Under Section 6.25 of the Act, shareholders are entitled to stock certificates that certify the shares of the Corporation's stock held by the shareholder. Notwithstanding the shareholders' rights to stock certificates, the Board may authorize the issuance of some or all shares of any class or series of stock without certificates, provided the Board shall provide to a shareholder a written statement that contains the information required to be on stock certificates, per Section 6.25 of the Act.

As required by Section 6.25 of the Act, each stock certificate must contain on its face:

- (a) The Corporation name and that the Corporation is organized under the laws of this State;
- (b) The name of the shareholder (or person to whom the stock is issued);
- (c) The number and class of shares and the designation of the series, if any, the certificate represents; and
- (d) The signature of two different officers designated in these Bylaws or by the Board.

For the sake of clarity, in the event that an individual serves multiple roles within the Corporation, that person *cannot* countersign any document which that person has already signed in their official or individual capacity. If an officer who has signed or whose facsimile signature appears on any stock certificate ceases to be an officer before the certificate is issued to the shareholder, it may be issued by the Corporation and is valid as if the person were an officer on the date of issuance. The certificate may be sealed with the Corporation's seal.

3.04 **MUTILATED, LOST, OR DESTROYED CERTIFICATES.** In the instance of any mutilation, loss, or destruction of any stock certificate, another may be issued in its place on proof of such mutilation, loss or destruction. The Board may impose conditions on such issuance and may require the giving of a satisfactory bond or indemnity to the Corporation. The Board may establish other procedures as they deem necessary.

- 3.05 **FRACTIONAL SHARES OR SCRIP.** Subject to Section 6.04 of the Act, the Corporation may:
- (a) Issue fractions of a share which entitle the holder to exercise voting rights, to receive dividends, and to participate in any of the Corporation's assets in the event of liquidation;
 - (b) Arrange for the disposition of fractional interests by those entitled thereto;
 - (c) Pay the fair market value, in cash, of fractions of a share as of the time when those entitled to receive such shares are determined; or
 - (d) Issue scrip in a form which entitles the holder to receive a certificate for the full share upon surrender of such scrip aggregating a full share.

- 3.06 **TRANSFER.** So long as there is no transferability restriction on the stock, as described in Section 3.02 of these Bylaws, the stock of the Corporation is freely transferable. Transfers of stock must be made upon the Corporation's stock transfer books. Stock transfer books shall be kept in the manner described in Article 7 of these Bylaws.

Before a new certificate is issued, the old certificate must be surrendered for cancellation. The Board may, by resolution, open a share register in any state of the United States, and may employ an agent or agents to keep such register, and to record transfers or shares therein.

- 3.07 **REGISTERED OWNER.** The Corporation shall recognize an individual as the registered owner of a given stock, *provided* that individual is determined as the shareholder of record by the record date as set out in Section 4.07 of these Bylaws. Shareholders may agree to confer the right to vote or represent their stock to third parties, including trustees, proxies, or fiduciaries. The Board may resolve to adopt a procedure by which a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the stock registered in the shareholder's name are held for the account of a specified person or persons. The resolution must set forth:
- (a) The classification of shareholder who may certify;
 - (b) The purpose or purposes for which the certification may be made;
 - (c) The form of certification and information to be contained therein;
 - (d) If the certification is with respect to a record date or closing of the stock transfer books, the date within which the certification must be received by the Corporation; and
 - (e) Other provisions with respect to the procedure as are deemed necessary or desirable.

Upon receipt of a certification complying with this procedure, the Corporation must treat the persons specified in the certification as the holders of record for the number of shares specified in place of the shareholder making the certification.

- 3.08 **CLASSES OR SERIES OF STOCK.** Until such time that the Articles are amended accordingly, the stock of the Corporation is not classified, and is not in series. In the event the Board decides to classify or reclassify the stock or alter any shareholder rights or restrictions, then the Board shall cause an amendment to its Articles to be filed with the Commission. The amendment must describe the rights and restrictions which are being modified or altered, along with a statement (if any) that the stock has been classified or reclassified. As required by

Section 1.20 of the Act, the amendment shall be acknowledged and signed by either a director or an executive officer on behalf of the Board.

- 3.09 **STOCK OWNED BY ENTITIES.** Shares of stock in the Corporation held by another corporation may be voted by that other corporation's officer, agent, or proxy chosen by its board of directors, or, in the absence of such determination, by the president of that other corporation. Shares of stock in the Corporation held by a fiduciary of the named shareholder may be voted or represented by the fiduciary.

Subject to Section 7.21 of the Act, the Corporation may vote or represent stock that it holds in itself, *provided* the Corporation holds such stock in a fiduciary capacity. If the Corporation holds stock in itself in such a fiduciary capacity, then such stock shall be counted in determining the total number of outstanding shares of stock at a given time.

ARTICLE 4

Shareholders' Meetings

- 4.01 **MEETING PLACE.** Per Section 7.01 of the Act, all shareholder meetings must be held at the Corporation's principal office or other place predetermined by the Board. As permitted by Section 7.08 of the Act, shareholders may participate in the meeting by virtual means or remote conference, *provided* the participants can hear each other in real time.
- 4.02 **ANNUAL MEETING TIME.** The annual shareholder meeting for the election of directors and the transaction of such other business properly before the meeting, must be held each year on _____, at the hour of _____. If that date is a legal holiday, then the meeting must be held on the day following, at the same hour. Failure to hold an annual meeting at the time stated or fixed within these Bylaws does not affect the validity of any corporate action
- 4.03 **ANNUAL MEETING – ORDER OF BUSINESS.** The order of business at the annual shareholder meeting is as follows:
- (a) Calling the meeting to order;
 - (b) Proof of notice of meeting (or filing of waiver);
 - (c) Reading of minutes of last annual meeting;
 - (d) Officer reports;
 - (e) Committee reports;
 - (f) Election of directors;
 - (g) Disclosures to shareholders;
 - (h) Miscellaneous business.
- 4.04 **SPECIAL MEETINGS.** Subject to Section 7.02 of the Act, special shareholder meetings, for any purpose, may be called at any time by the President, the Board, or the Secretary. The Secretary may only call a special shareholder meeting if the Secretary has received a written request from the holders of at least one-tenth of all shares entitled to vote at the meeting.

4.05 **NOTICE.** Pursuant to Section 7.05 of the Act, the Secretary shall cause notice to be given to each shareholder of record at least twenty (20) days, but no more than sixty (60) days, before the shareholders' meeting. Notice shall be by electronic transmission, mailing, or personal delivery, and shall state the time, place, and purpose of the meeting (including instructions for how to virtually attend and participate). Notice is considered given to a shareholder when it is personally provided to the shareholder, left at the shareholder's residence or usual place of business, mailed to the shareholder's address of record, or by electronic transmission to the shareholder's address or number of record on file with the Corporation. A single notice can be delivered to multiple shareholders sharing the same address, unless the Corporation receives a request from a shareholder that more than a single notice be delivered.

Notice by electronic transmission shall be considered ineffective if the Corporation is unable to deliver two (2) consecutive notices and the individual responsible for sending notices to shareholders is made aware of the delivery failures. A shareholder meeting, and any actions taken by shareholders, shall not be invalidated due to an inadvertent failure to deliver notice.

Per Section 7.05 of the Act and Section 4.07 of these Bylaws, the notice must include the record date for determining the shareholders entitled to vote at the meeting, if such date is different than the record date for determining shareholders entitled to notice of the meeting.

4.06 **WAIVER OF NOTICE.** As stated in Section 7.06 of the Act, a shareholder who is entitled to notice may waive the notice requirement if they provide a signed written waiver of the required notice, before or after the stated meeting time, or the shareholder is present at the meeting in person or by proxy.

4.07 **RECORD DATE.** As provided in Section 7.07 of the Act, at least ten (10) days before each shareholder meeting, a complete record of the shareholders entitled to vote at the meeting must be made and maintained in the books and records of the Corporation. This list must be arranged in alphabetical order and include the address of and number of shares of stock held by each shareholder. This record must be kept on file at the Corporation's principal office for a period of ten (10) days prior to the meeting. The records must also be kept open for inspection at shareholder meetings.

4.08 **CLOSING OF TRANSFER BOOKS AND FIXING RECORD DATE.** As permitted by Section 7.07 of the Act, the Board may require that the stock transfer books must be closed in order to determine which shareholders are entitled to notice of or to vote at any shareholder meeting, or any adjournment thereof, or entitled to receive payment of any dividend. Instead of closing the stock transfer books, the Board may fix in advance a record date for determination of such shareholders. The record date must not be more than sixty (60) days or less than ten (10) days prior to the date of the meeting, adjournment, or payment.

4.09 **SHAREHOLDER LIABILITY.** Subject to Section 6.22 of the Act, shareholders are not liable to the Corporation or its creditors, except that in the event the agreed upon price or consideration for the stock has not been fully paid. In the event that a subscription price or consideration for stock has not been fully paid, the following people are not personally liable for the unpaid balance:

- (a) a transferee or assignee who acquires the stock or subscription in good faith and without knowledge or notice of the nonpayment;
 - (b) a person who holds the stock as a fiduciary, although the estate in the hands of the fiduciary is liable for the nonpayment; and
 - (c) a pledgee or other person who holds stock as security.
- 4.10 **VOTING RIGHTS.** Pursuant to Section 7.21 of the Act, each outstanding share of stock is entitled to one (1) vote on each matter submitted to a vote at a shareholder meeting, *provided* the voted or represented shares are held in compliance with any payment plan, subscription, or stock purchase agreement.
- 4.11 **PROXIES.** As permitted by Section 7.22 of the Act, a shareholder may vote either in person or by proxy, signed in writing by the shareholder or the shareholder's duly authorized attorney-in-fact. No proxy is valid after eleven (11) months from the date signed, unless the proxy states otherwise. A proxy is revocable by a shareholder at any time, unless the proxy states that it is irrevocable and is coupled with an interest.
- 4.12 **QUORUM.** The presence, in person or by proxy, of shareholders entitled to cast a majority of all the outstanding voting stock constitutes a quorum. If a quorum is present at a shareholder meeting, then a majority of all the votes cast at the meeting is sufficient to approve any matter properly brought before the meeting.
- 4.13 **ACTION BY SHAREHOLDERS WITHOUT A MEETING.** As permitted by Section 7.04 of the Act, any action which may be taken at any annual or special shareholder meeting may be taken without a meeting if all of the shareholders entitled to vote on the subject consent to the action in writing. Such consent has the same force and effect as a unanimous vote of the shareholders.

ARTICLE 5

Officers

- 5.01 **DESIGNATIONS.** Consistent with Section 8.40 of the Act, the Corporation shall have a President, a Secretary, and a Treasurer, who will be elected by the directors at their first meeting after the annual shareholder meeting. The Corporation may also have one or more Vice-Presidents (one shall serve as Executive Vice-President) and Assistant Secretaries and Assistant Treasurers as the Board may designate. An elected officer will hold office for one (1) year or until a successor is elected and qualified. Subject to Section 8.40 of the Act, the same person may hold any two (2) or more offices concurrently, except the offices of President, Vice- President, and Secretary shall be held by separate individuals.
- 5.02 **THE PRESIDENT.** Pursuant to Sections 8.40 and 8.41 of the Act, the President shall preside over all meetings of shareholders and directors, shall have general supervision of the Corporation's affairs, and perform all other duties as are incident to the office or are properly required by a resolution passed by the Board.

5.03 **VICE PRESIDENT.** During the absence or disability of the President, the Executive Vice-President may exercise all functions of the President. Each Vice-President shall have such powers and fulfill such duties as may be assigned by a resolution of the Board.

5.04 **SECRETARY AND ASSISTANT SECRETARIES.** Pursuant to Sections 8.40 and 8.41 of the Act, the Secretary must:

- (a) Issue notices for all meetings and actions of the Board or shareholders;
- (b) Accept all requests for special meetings of the Board or shareholders;
- (c) Accept all notices of proxy appointments and revocations;
- (d) Keep the minutes of all meetings;
- (e) Accept delivery of any dissent announced at any meeting of the Board or shareholders;
- (f) Acknowledge and execute any stock certificates;
- (g) Have charge of the corporate seal and books; and
- (h) Make reports and perform duties as are incident to the office, or are properly required of him or her by the Board of Directors.

The Assistant Secretary, or Assistant Secretaries (in the order designated by the Board), will perform all of the duties of the Secretary during the absence or disability of the Secretary, and at other times may perform such duties as are directed by the President or the Board.

5.05 **THE TREASURER.** Pursuant to Sections 8.40 and 8.41 of the Act, the Treasurer shall:

- (a) Have custody of all the Corporation's monies and securities and keep regular books of account, in accordance with Sections 8.41 and 16.01 of the Act;
- (b) Disburse the Corporation's funds in payment of the just demands against the Corporation or as may be ordered by the Board, taking proper vouchers for such disbursements; and
- (c) Provide the Board with an account of all his or her transactions as Treasurer and of the financial conditions of the office properly required of him or her by the Board.

If selected, the Assistant Treasurer, or Assistant Treasurers (in the order designated by the Board), must perform the duties of the Treasurer in the absence or disability of the Treasurer, and at other times may perform such other duties as are directed by the President or the Board.

5.06 **DELEGATION.** In the absence or inability to act of any officer and of any person authorized to act in their place, the Board may delegate the officer's powers or duties to any other officer, director, or other person, subject to Section 5.01 of these Bylaws. Vacancies in any office arising from any cause may be filled by the Board, subject to Section 5.01 of these Bylaws, at any regular or special board meeting.

5.07 **OTHER OFFICERS.** The Board may appoint other officers and agents as they deem necessary or expedient. The term, powers, and duties of such officers will be determined by the Board and described in the resolution authorizing the appointment.

5.08 **LOANS.** No loans may be made by the Corporation to any officer, unless first approved by a two-thirds majority vote of all the outstanding the voting shares entitled to vote on the matter.

- 5.09 **BONDS.** The Board may resolve to require any officer to give bonds to the Corporation, with sufficient surety or sureties, conditioned upon the faithful performance of the duties of their offices and compliance with other conditions as required by the Board.
- 5.10 **SALARIES.** Officers' salaries will be fixed from time to time by the Board. Officers are not prevented from receiving a salary by reason of the fact that he or she is also a director of the Corporation.
- 5.11 **INDEMNIFICATION.** Subject to Section 8.56 of the Act, officers shall be indemnified by the Corporation, so long as the officer acted in a manner substantially similar to and consistent with the standard of care described in Section 8.42 of the Act. Any officer indemnification shall be limited to proceedings that are directly related to or have arisen out of the officer's acts on behalf of the Corporation.

ARTICLE 6

Capital & Finance

- 6.01 **DIVIDENDS.** Subject to Section 6.40 of the Act, dividends may be declared by the Board and paid by the Corporation out of the net earnings of the unreserved and unrestricted earned surplus of the Corporation, or out of the unreserved and unrestricted net earnings of the current fiscal year, or in treasury shares of the Corporation, subject to the conditions and limitations imposed by the State of Massachusetts. The stock transfer books may be closed by the Board pursuant to Section 7.07 of the Act and Sections 3.07 and 4.07 of these Bylaws . The Board, without closing the Corporation's books, may declare dividends payable only to holders of record at the close of business on any business day not more than sixty (60) days prior to the date on which the dividend is paid.
- 6.02 **RESERVES.** The Board may, in their absolute discretion, set aside out of the Corporation's earned net surplus as they deem expedient for dividend, while maintaining any corporate property, or any other purpose, before making any distribution of earned surplus.
- 6.03 **DEPOSITORIES.** The Corporation's monies must be deposited in the Corporation's name in a bank or trust company or trust companies designated by resolution of the Board. Corporate monies may be drawn out only by check or other order for payment signed by such persons and in such manner as may be determined by resolution of the Board.

ARTICLE 7

Books and Records

- 7.01 **MEETING MINUTES.** As required by these Bylaws and Section 16.01 of the Act, the Corporation must keep a complete and accurate accounting and minutes of the proceedings of its shareholders and Board.

- 7.02 **SHAREHOLDER LIST.** In accordance with Section 16.01 of the Act, the Corporation must keep at its registered office or principal place of business a list of its shareholders, including the names and addresses of all shareholders and the number and class of shares held.
- 7.03 **LEGIBILITY OF RECORDS.** Any books, records, and minutes may be in any form, provided such form is capable of being converted into written form within a reasonable time.
- 7.04 **RIGHT TO INSPECT.** Subject to Sections 16.01 through 16.05 of the Act, any director, shareholder, or shareholder representative has the right, upon written request delivered to the Corporation, to inspect and copy during usual business hours the following documents of the Corporation:
- (a) The Corporate Articles (initial, restated, and as amended);
 - (b) These Bylaws, and any amendments;
 - (c) Minutes of any proceedings;
 - (d) Annual statements of affairs;
 - (e) the books of account and stock ledger of the Corporation;
 - (f) Any voting trust agreements;
 - (g) All written communications to shareholders from the last three (3) years;
 - (h) Accounting records of the Corporation; and
 - (i) Record of the shareholders.

The Corporation elects to assume any obligations that may be related to this Article of these bylaws which would otherwise attach to the registered agent of the Corporation. The Corporation acknowledges and agrees that any obligation to produce corporate documents under this Article of the Bylaws shall attach to the Secretary as part of the duties described in Section 5.04 of these Bylaws.

ARTICLE 8

Notices

- 8.01 **MAILING OF NOTICE.** Except as may otherwise be required by law, any notice to any shareholder or director may be delivered personally or by mail. If mailed, the notice will be deemed to have been delivered on the close of business of the third business day following the day when deposited in the United States mail with postage prepaid and addressed to the recipient's last known address in the records of the Corporation.
- 8.02 **E-NOTICE PERMITTED.** Per Section 1.41 of the Act, any communications required by the Act, the Bylaws, or other laws may be made by digital or electronic transmission to the recipient's known electronic address or number as known to the Corporation at the time of notice.
- 8.03 **DUTY TO NOTIFY.** All shareholders, directors, officers, employees, and representatives of the Corporation are required to notify the Corporation of any changes to the individual's contact information. Pursuant to the obligations under this Section of these Bylaws, the individual must

notify the Corporation that electronic transmissions of notice are impracticable, impossible, frustrated, or otherwise improper and ineffective.

ARTICLE 9

Special Corporate Acts

- 9.01 **EXECUTION OF WRITTEN INSTRUMENTS.** All contracts, deeds, documents, and instruments that acquire, transfer, exchange, sell, or dispose of any assets of the Corporation must be executed by the President to bind the Corporation. This Section does not apply to any checks, money orders, notes, or other financial instruments for direct payment of corporate funds which are subject to Section 9.02 of these Bylaws.
- 9.02 **SIGNING OF CHECKS OR NOTES.** All authorizations to distribute, pay, or immediately draw upon the financial resources of the Corporation must be signed by the Treasurer, including any expense reimbursement or compensation payments to directors, officers, employees, representatives, service providers, or contractors of the Company.
- 9.03 **SPECIAL SIGNING POWERS.** To duly bind the Corporation to an agreement or instrument in the event the President holds an interest which exists outside of the capacity of being President, then any agreement involving such interest must be signed by an officer pursuant to either Section 5.03 or 9.02 of these Bylaws.
- 9.04 **SHAREHOLDER APPROVAL.** Pursuant to Section 12.01 of the Act, and until these Bylaws require otherwise, no shareholder approval is required to acquire, transfer, exchange, sell, or dispose of any assets of the Corporation in the ordinary course of business or after dissolving the Corporation. Notwithstanding any other provisions of these Bylaws, and consistent with Section 12.02 of the Act, shareholder approval is required prior to any non-routine business operations, such as a merger, consolidation, share-exchange, conversion, or dissolution, and any loans that may be provided under Section 5.08 of these Bylaws.
- 9.05 **MERGERS & CONVERSIONS.** After approval from the shareholders, in order for any consolidation, merger, conversion, or other organizational restructuring to be effective, it must follow the respective process(es) set out in Sections 9.50 through 9.56 (Conversion) and 11.01 through 11.08 (Merger) of the Act.
- 9.06 **DISSOLUTION.** After approval of the shareholders, in order for the Corporation to properly be dissolved, it must follow the process set out in Sections 14.01 through 14.40 of the Act.

ARTICLE 10

Amendments

- 10.01 **BY SHAREHOLDERS.** These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the voting stock issued and outstanding at any regular or special shareholder meeting.

- 10.02 **BY DIRECTORS.** Subject to Sections 10.02 and 10.03 of the Act, the Board of Directors has the power to make, alter, amend, and repeal the Corporation's Bylaws. Any alteration, amendment, or repeal of the Bylaws, may be changed or repealed by the holders of a majority of the stock entitled to vote at any shareholders meeting.
- 10.03 **EMERGENCY BYLAWS.** Consistent with Section 2.07 of the Act, the Board of Directors may adopt emergency Bylaws, subject to a vote to repeal or modify by the shareholders, which operate during any emergency in the Corporation's conduct of business resulting from an attack on the United States or a nuclear or atomic disaster.
- 10.04 **COMPLIANCE WITH STATE LAW.** Any amendment to the Corporation's Articles or these Bylaws shall be consistent with the Act.

These Bylaws are adopted by resolution of the Corporation's Board of Directors on this 6th day of May, 2022 .

Christopher B Frost

Director

We are unable to upload a certificate of good standing from the Department of Unemployment Assistance dated within 90 days of application submission. Our establishment does not have employees as yet, we are submitting an attestation stating we are unable to register with the Department Unemployment Assistance due to this.

Christopher Frost

8/18/2022

Plan for obtaining insurance

We will be using HUB International New England, LLC 1070 Suffield Street Agawam, MA 01001, Ben Garvey will be our agent.

They have provided us with our bond and land insurance.

We will obtain our business and product liability insurance through them when the time is appropriate.

The policy to be obtained will include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence. Requirements cited below.

935 CMR 500.105(10)

Liability Insurance Coverage or Maintenance of Escrow.

(a) A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

(b) A Marijuana Establishment that documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) may place in escrow a sum of no less than \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.

(c) The escrow account required pursuant to 935 CMR 500.105(10)(b) shall be replenished within ten business days of any expenditure.

(d) Reports documenting compliance with 935 CMR 500.105(10) shall be made in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

(e) A CMO shall maintain the insurance coverage or escrow account required under 500.105(10) or 934 CMR 501.105(10): *Liability Insurance Coverage or Maintenance of Escrow* per location.



Greenventures
28 Town Farm rd Wilton NH 03086
Phone: Number: 603-721-1864
E-mail: greenventures2020@gmail.com



2022

BUSINESS PLAN

CANNABIS CULTIVATION

*This document contains
Confidential & Proprietary Information
belonging exclusively to Greenventures*



01



Executive Summary

Company Summary

Market Opportunities

Start-up Summary

Financial Summary

Company Summary

Greenventures is a new company which is intending to penetrate into the cannabis cultivation market in Massachusetts. Greenventures is applying for a cultivation license and intends to start with one indoor 5,000 sq. ft. grow located at 3 Young rd. Ashburnham MA

Greenventures is to be organized/formed as a C Corporation and will be led by Christopher Frost who will serve as CEO / Owner and Brenda Makarewicz who will serve as President / Owner

Greenventures is a company that will be built on a solid foundation. From our inception, we have decided to recruit only qualified people to hold various job positions in our company. Greenventures will seek to leverage on their expertise to build our business brand as a premiere cannabis cultivator within Massachusetts.

Main Goals

- ✓ Getting a Cannabis Grower license and to build a successful commercial cultivation facility.
- ✓ To be fully compliant with all regulation and be primed and ready for national expansion as federal laws adjust and evolve to the benefit of the cannabis industry.

Mission

- ✓ To grow one of the best cannabis products, to establish an innovative cannabis growing brand with competitive prices.

Products & Services

Company will have the ability to vegetate up to XXX plants and flowers concurrently, will grow up to 3 different strains of marijuana, and will have the ability to grow from seedling to finished product. Greenventures will dry and process all cannabis flowers into labeled/inventoried vacuum sealed bags before delivery.

Objectives

Year 1: Securing the license to start cultivation in Massachusetts.

Year 3: Brand and distribute our product line throughout Massachusetts.

Year 4: Expand growing to 25,000 sq ft (tier 5)

Year 5: The Greenventures brand is now a trusted and consistent brand.

Start-up Summary

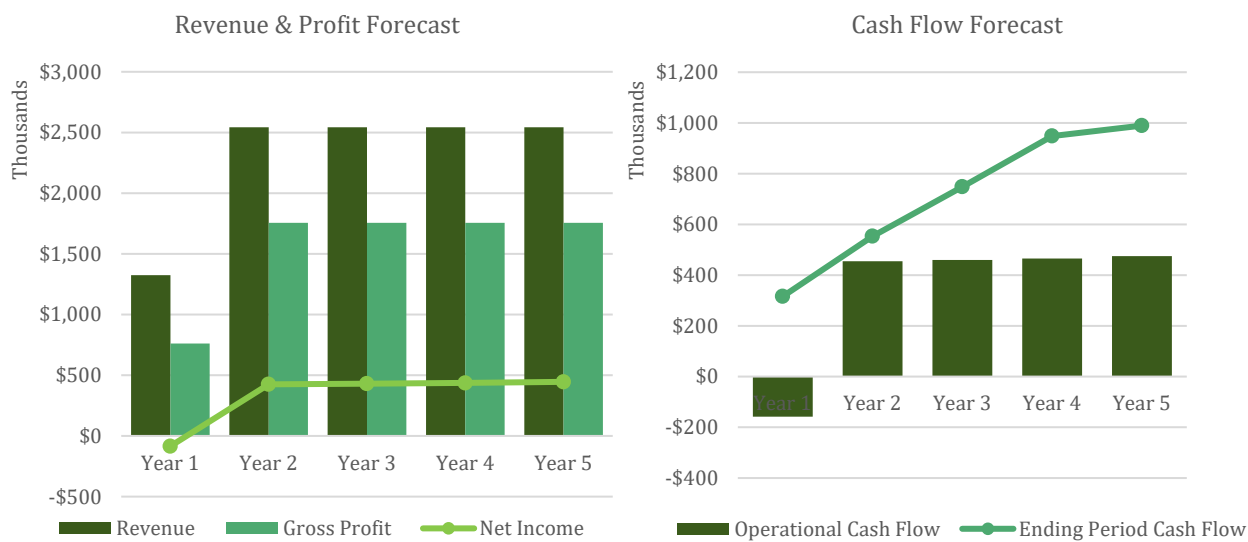
The business will be fully funded with (estimated)\$ **xxx** million. This will include total capital cost of over \$ **xxx** million, leaving nearly \$ **xxx** million as working capital.

Table 1. Start-up expenses, \$

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
Land & Development	65,000	0	0	0
Building for Cultivation, build out	tbd	0	0	0
Growing Equipment	tbd	0	0	0
Lighting System	tbd	0	0	0
Alarm & Security System	105,000	0	0	0
Monitoring - Video & Camera System	1,500	1,500	1,500	1,500
Computer System	10,000	0	0	0
Solar	50,000	0	0	0
Design & Engineering	75,000	0	0	0
Utilities	tbd	2,500	2,500	2,500
total	xxx			
OPEX				
COGS - Cost of Goods Sold	tbd	tbd	tbd	tbd
G&A Expenses - Initial & General Costs	tbd	tbd	tbd	tbd
G&A Expenses - Cultivation	tbd	tbd	tbd	tbd
SG&A Expenses - Marketing & Sales Expenses	0	0	0	0
Salaries & Benefits	xxx	xxx	xxx	xxx
SG&A Expenses - Misc.	0	0	0	0
Total	xxx	xxx	xxx	xxx

Financial Summary

Greenventures will fund its startup costs largely through **personal savings/investments**. We will be seeking additional investors after we have achieved provisional license status



From a total investment of \$ xxx million, Greenventures is expected to generate nearly \$ xxx million in gross revenues with net income of nearly \$0.0 million in Year 2, its first full year of operations. Revenue is expected to grow to nearly \$0.0 million in Year 3 and \$0.0 million in Year 5, with net income of nearly \$0.0 million and over \$0.0 million respectively.

After the first year of operations, it is expected that Greenventures will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

Direct and Indirect Social Impacts

Company will create more than xxx new jobs in 5 years. \$... Social Security taxes, ... Medicare taxes and \$... for Insurance each year. C 2.5% of sales will be allocated to the town for a community impact fee.

Table 2. Taxes and social flow, \$

	Year 1	Year 2	Year 3	Year 4	Year 5
Federal Tax	tbd	tbd	tbd	tbd	tbd
State Tax	tbd	tbd	tbd	tbd	tbd
Community programs	tbd	tbd	tbd	tbd	tbd



03

Sales Strategy

Marketing Plan

Competition

Target Customers

Sales Forecast

04



Operating Plan

Cultivation Facilities

Physical Security

Packaging and Labeling

Quality Assurance

Tracking Solution

While most businesses in any industry try to keep startup costs as low as possible, that isn't necessarily the best way to proceed when opening a grow. Creating a cost-efficient cultivation site often involves investing in technology and processes that may result in a big near-term hit.

Yields and quality of plants grown under artificial lights mostly depend on:

1. the seed variety,
2. whether the plants are grown from seeds or clones,
3. after how many days of growing the plants are put into flowering, and
4. the optimization of the climatic conditions of the grow-room.

Cultivation Facility

The cultivation premises will be located in a **6,200-sq. ft.** building with 5,000-sq. ft. of cultivation area and will be adequate to house and grow up to 550 plants.

Our biggest advantage will be the design. We will utilize as many green opportunities as possible.

Harvesting electricity from solar will generate approximately 20% of our power demand.

Commercial power will be our primary power source being served by Ashburnham Light Plant. In addition, there will be a propane backup generator that can handle full load.

Heat will be produced from a high efficiency wood pellet burning furnace. We have an abundance of fuel pellet suppliers that can be sourced locally and at a better price than oil or propane.

Our cultivation & processing area will include:

- Mother Room & Cloning
- Vegetative Growth Rooms
- Flowering Rooms
- Drying & Trim Rooms
- Curing Rooms
- Packaging Rooms



Our company will grow from seeds/clones of the following strains:

Some of the strains we are considering but have no final decision yet, Maui, Apex, Black dog og, NYC diesel, Fruity pebbles, grandpas stash.

Warehouse Design

- A. A warehouse environment provides with maximum control, and therefore the most reliable consistent cannabis crops can be produced in a properly designed warehouse grow room.
- B. Without natural light, warehouse grow rooms depend on intelligent grow lights which need to replicate the parts of the sunlight spectrum that the marijuana plants need at each stage of growth. Lighting is a key component in an integrated system.
- C. Air filtration and circulation systems are essential for controlling heat buildup and eliminating exhaust odors. It is critical that the air circulation in a marijuana warehouse is designed in conjunction with the grow lights because lighting systems emit large amounts of heat.
- D. There are various irrigation systems for growing cannabis appropriate for growing in a warehouse: including drip irrigation, hydroponic flood benches, or trough benches.
- E. The irrigation system should be designed in conjunction with a nutrient management system for maximizing the production yield of the cannabis plants.
- F. Environmental computer. The computer control systems for a cannabis warehouse control and monitor all the nutrients, lights, air circulation, and irrigation needs of the plants
- G. De-humidification to optimize growing environment.
- H. Computer controlled CO2 injection and monitoring.

Company will use rolling racking which are highly recommended for any commercial cannabis grow operation. They provide up to 50% more plant space by eliminating the need for a dedicated aisle. With a crop, as valuable as marijuana, this directly equates to much higher profits and maximum space efficiency.

Phases of Production

- Germination of seeds, gendering plants, male/female, or feminized plants (10 days)
- 1st stage: taking and rooting clones (2 weeks)
- 2nd stage: clone/vegetation (1 week)
- 3rd stage: vegetation (2 weeks)
- 4th stage: flowering (8 weeks)
- 5th stage: processing/trimming (3 days)
- 6th stage: drying and curing (11 days)
- Total elapsed time: approximately 15 weeks

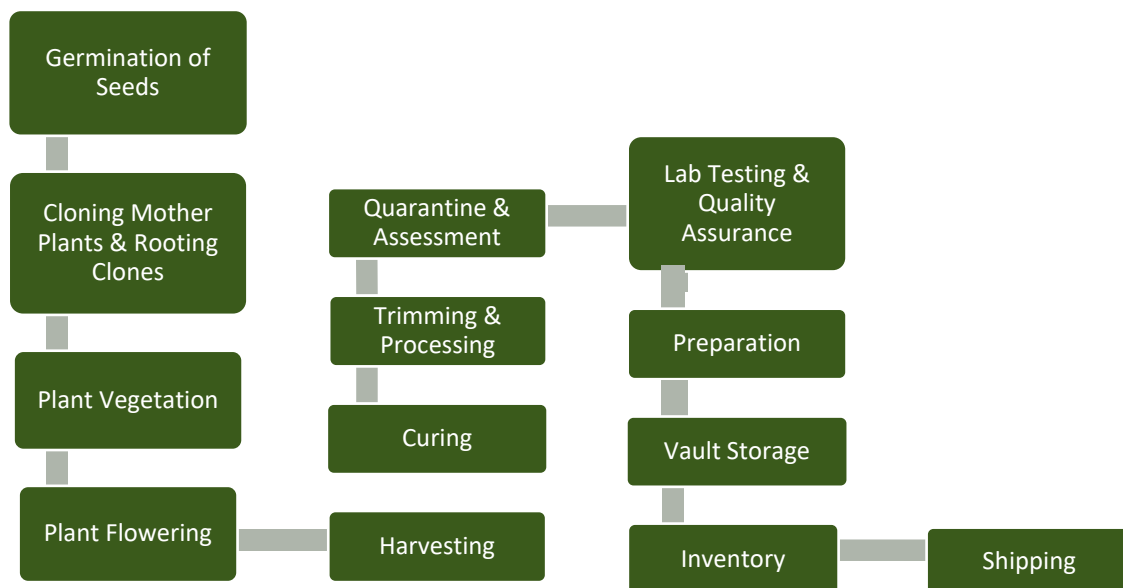


Figure 1. Phases of production, cultivation

Product Timeline and Production Schedule

As growing will start from seed on day 1, sales are projected to be started from month 4 after first harvest and continue on 12-week cycles thereafter, and they will significantly increase in the second year.

Greenventures will have the ability to house up 1500 plants in various stages of growth concurrently, will grow up to 3 different strains of cannabis, and will have the ability to grow from seed or clone to finished product. We intend to develop and grow 2 exclusive strains that other growers do not have.

Table 3. Growing Assumptions, first six months

	M1	M2	M3	M4	M5	M6
Sq. ft. available for "mother"	120	120	120	120	120	120
Sq. ft. available for clones'	120	120	120	120	120	120
Sq. ft. available for vegetative	1200	1200	1200	1200	1200	1200
Sq. ft. available for flowering	2800	2800	2800	2800	2800	2800
Number of "mother" plants	-	12	20	20	20	20
Number of clones	-	-	200	200	200	200
Number of Veg Plants	-	-	-	500	1,000	1,000
Number of Flower Plants	-	-	-	550	550	550
Yields, pounds	-	-	-	TBD	TBD	TBD

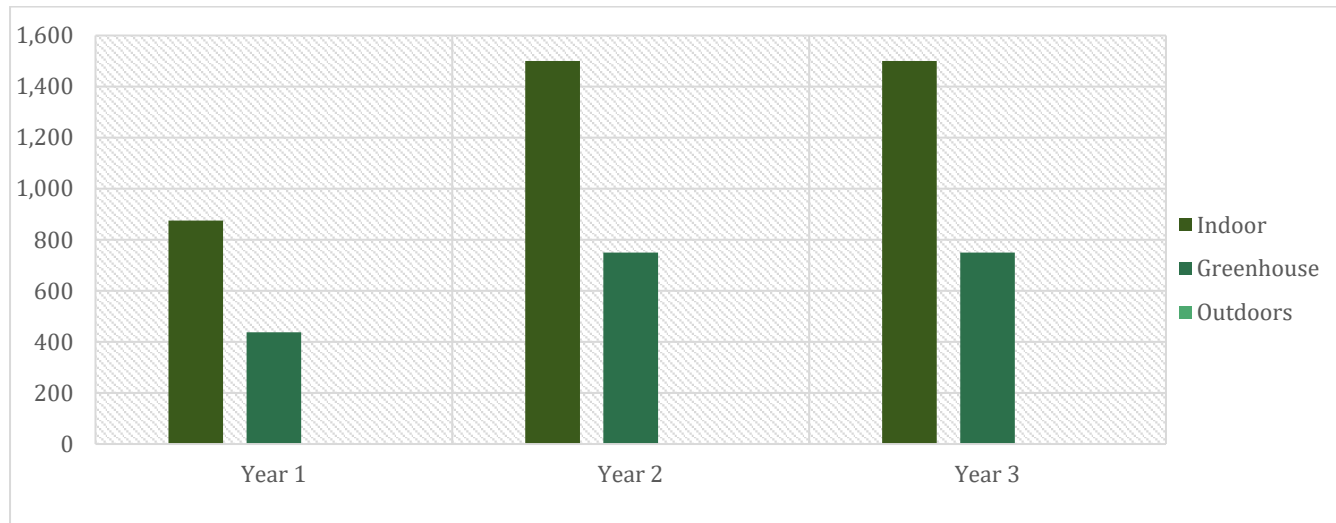


Figure 2. Yields forecast, pounds

Physical Security Plan

Physical Building

The physical address of our cultivation facility will be 3 Young Rd. Ashburnham MA.

We have located our cultivation facility in a residential area with approved zoning from the towns Select Board. Special permit was granted in May 2021. Located on a large 33-acre lot, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility has limited visibility from the street, is in an area of low vehicular traffic, is in an area with little to no commercial traffic, is not located near any schools or places of worship. Vehicle access may also will be limited. The outward appearance of the building is nondescript and fits into the area well.

A site plan showing the entire structure of the cultivation center, including the street(s), parking lot(s) is included as an attachment.

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Floor Plan

A floor plan of the cultivation facility detailing the location of the following:

1. All entrances and exits;
2. The location of any windows;
3. The location of all cameras, and their field of view; (omitted from BP)
4. The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens; (omitted from BP)
5. The location of the digital video recorder and alarm control panel; (omitted from BP)
6. Restricted and public areas is shown at the Diagram



**3 YOUNG ROAD
ASHBURNHAM, MA
CONSERVATION COMMISSION SUBMISSION
SEPTEMBER 10, 2020**

NOT FOR CONSTRUCTION

**i3
ARCHITECTS**
1000 MAIN STREET, SUITE 100
TEWKSBURY, MA 01876

ARCHITECT STAMP:

CONSULTANT:

GENERAL CONTRACTOR:

PROPERTY OWNER:
**GREEN VENTURES
1215 MAIN STREET
UNIT 15 45
TEWKSBURY, MA 01876**

PROJECT ADDRESS:
**3 YOUNG ROAD
ASHBURNHAM, MA**

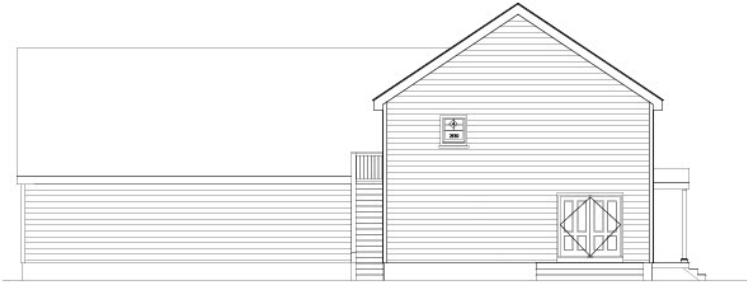
REVISIONS:

NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

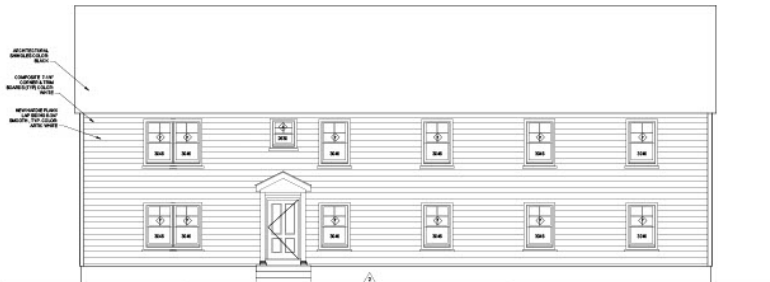
PROJECT NO.:
ISSUE: CONSERVATION COMM.
DATE: SEPTEMBER 16, 2020
SHEET NO.:
AG1.0
COVER SHEET
SCALE: AS NOTED

GENERAL NOTES

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
2. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
3. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
4. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
5. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
6. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
8. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
9. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.



**02 SIDE ELEVATION
1/4" = 1'-0"**



**01 FRONT ELEVATION
1/4" = 1'-0"**

NOT FOR CONSTRUCTION

**i3
ARCHITECTS**
1000 MAIN STREET, SUITE 100
TEWKSBURY, MA 01876

ARCHITECT STAMP:

CONSULTANT:

GENERAL CONTRACTOR:

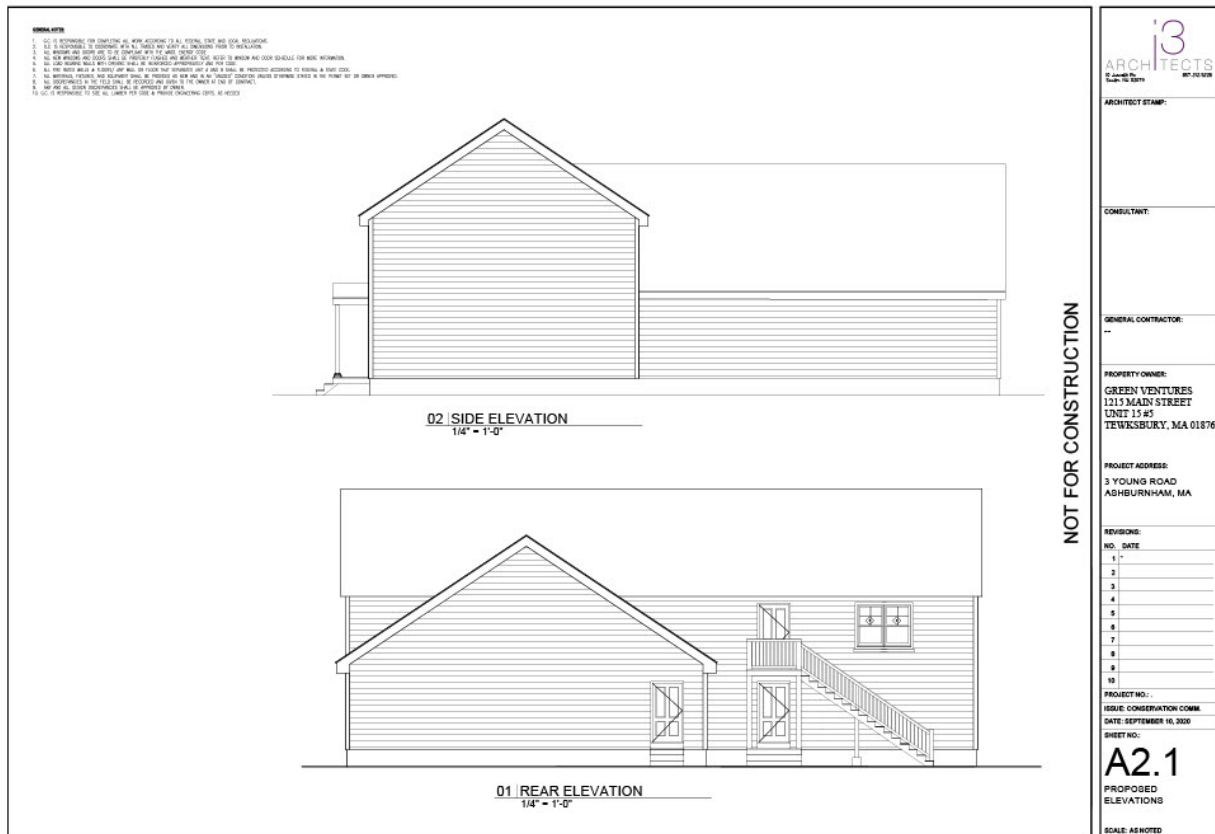
PROPERTY OWNER:
**GREEN VENTURES
1215 MAIN STREET
UNIT 15 45
TEWKSBURY, MA 01876**

PROJECT ADDRESS:
**3 YOUNG ROAD
ASHBURNHAM, MA**

REVISIONS:

NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

PROJECT NO.:
ISSUE: CONSERVATION COMM.
DATE: SEPTEMBER 16, 2020
SHEET NO.:
A2.0
PROPOSED
ELEVATIONS &
WINDOW SCHEDULE
SCALE: AS NOTED



Lighting

The main objectives of our security lighting system are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

Greenventures will ensure that sufficient lighting requirements are met between dusk and dawn.

We will add external security lighting, including high flood spot lights. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Perimeter Security

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The perimeter of the building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by accordion metal fencing.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

Internal Access-Point Control

Movement within the facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require keycards and electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

Limited Access to Secured Areas and Visitors

Greenventures has the limited access areas. Greenventures ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.

Video Surveillance

Setrionics will be our security vendor. A design has already been submitted and approved by the Ashburnham PD.

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

We will employ state-of-the art external and internal cameras provided by Setrionics. The quality of the system will allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Specs and layout are being omitted from this document.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the entire building with the exception of the restrooms. This covers all areas where cannabis is present or stored. Video surveillance will cover external and internal areas 24/7.

Electrical backup will be provided by a **Name** brand Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of **8TB**, enabling us to store at least **60** days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

We anticipate contracting with **vendor** to help deter, detect, and document security events at each facility from a remote location. **Vendor** will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with **vendor** to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- ✓ Motion-sensor surveillance cameras
- ✓ Motion-sensor laser beams
- ✓ Unauthorized electronic access
- ✓ Security and fire alarms

Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows. Setrionics motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- ✓ A test signal shall be transmitted to the central station every twenty-four (24) hours;
- ✓ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- ✓ The system shall include at least one (1) holdup alarm for staff use; and
- ✓ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Panic Buttons and Internal Communications

Panic buttons will be installed at the ...

Fire Security

The Cultivation Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of cultivation safety. As part of Greenventures commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

05



Organizational Structure

Personnel Plan

Executive Team

Personnel Plan

Greenventures is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We hope to leverage on their expertise to build our business brand to be well accepted in the United States.

These are the positions that will be available at Greenventures:



Figure 3. Organizational structure

Table 4. Personnel plan

Position	Year 1	Year 2	Year 3	Annual Salary
Operating Director	1	1	1	tbd
Master Grower	1	1	1	tbd
Assistant to master grower	tbd	tbd	tbd	tbd
Trimming, per pound	tbd	tbd	tbd	tbd
Plant maintenance and general labor	tbd	tbd	tbd	tbd
Admin and Logistics Personnel	tbd	tbd	tbd	tbd
Sales& Marketing Personnel	tbd	tbd	tbd	tbd

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Train employees regularly after hire.
3. Training plan and training log will be available for inspection on the licensed premises.
4. Any person entering data into the Cannabis Tracking System (CTS) first be trained by the CTS administrator for the license.
5. All individuals will be required to have a valid Marijuana Worker Permit complete the required training and maintain their permit while working on behalf of the Licensee.

Executive Team

Greenventures will be led by Christopher Frost who will serve as CEO / Owner. Chris has been in the telecommunication industry with Consolidated Communications, starting with NYNEX in May 1997. Currently holding the position of lead tech maintaining emergency communication for the State of Maine 911 system.

Brenda Makarewicz who will serve as President / Owner. Brenda has been in the telecommunication industry with Consolidated Communications started with NYNEX in August 1995 and has held various COT positions. Currently as a rated COT in the customer facing NOC.

Restricting access to age 21 years and older

Access will be restricted to age 21 years and older. No one under the age of 21 will be permitted on the premises or to be employed at our establishment. All guidelines will be followed as prescribed by 935 CMR 500.110: 1-10 "Security" and 935 CMR 500.105: 13 a-l "Transportation".

Quality Control and Testing

Page 120-122 of 935 CMR 500.000:

500.160: 1-13

Testing of Marijuana and Marijuana Products

(1) No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Marijuana Products shall be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

No Marijuana will be sold or otherwise marketed for adult use that has not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Marijuana will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

(2) Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.

Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides in accordance with the relevant provisions of the Protocol for Sampling and Analysis of Finished Marijuana for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.

(3) The Commission may, at its discretion, require additional testing where necessitated to safeguard the public health or public safety and so identified by the Commission.

We will follow all guidance the Commission provides.

(4) A Marijuana Establishment shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).

(a) Any such policy shall include:

1. Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.

The Commission will be notified within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.

2. Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

The Commission will be notified of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

(b) The notification shall be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

Notification will be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

(c) The notification from the Marijuana Establishment shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Notification from the Marijuana Establishment will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

(5) A Marijuana Establishment shall maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

We will maintain the results of all testing for no less than one year. Testing results will be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

(6) The sale of seeds is not subject to these testing provisions.

(7) Clones are subject to these testing provisions, but are exempt from testing for metals.

(8) All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).

All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).

(9) All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).

N/A, we are not a testing lab

(10) All excess Marijuana shall be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

All excess Marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

(11) No Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

No Marijuana will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

(12) Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than +/- 10%.

N/A we will not sell single serving

(13) A Licensee that receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants shall either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.

(a) Reanalysis by a Second ITL. If the Licensee chooses to reanalyze the sample, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, the Marijuana Establishment shall dispose of any such product.

If we choose to reanalyze the sample, a sample from the same batch will be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested will be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the

sample will have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, we will dispose of any such product.

(b) Remediation. If the Licensee chooses to remediate, a new test sample shall be submitted to a licensed ITL, which may include the initial ITL, for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. The Marijuana Establishment shall dispose of any such product.

If we choose to remediate, a new test sample will be submitted to a licensed ITL, which may include the initial ITL, for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. We will dispose of any such product.

(c) If the Licensee chooses to dispose of the Marijuana or Marijuana Products, it shall do so in compliance with 935 CMR 500.105(12).

If we choose to dispose of the Marijuana or Marijuana Products, it will done so in compliance with 935 CMR 500.105(12).

Recordkeeping

Page 71-72 of 935 CMR 500.000:

500.105: 9 a-g

(9) Recordkeeping. Records of a Marijuana Establishment 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, in addition to the following:

Our records will be available for inspection by the Commission, on request. Our financial records will be maintained in accordance with generally accepted accounting principles.

(a) Written Operating Procedures as required by 935 CMR 500.105(1);

We will have Written Operating Procedures as required by 935 CMR 500.105(1)

(b) Inventory Records as required by 935 CMR 500.105(8);

We will have Inventory Records as required by 935 CMR 500.105(8)

(c) Seed-to-sale SOR Electronic Tracking System records for all Marijuana Products as required by 935 CMR 500.105(8)(e);

We will have Seed-to-sale SOR Electronic Tracking System records for all Marijuana Products as required by 935 CMR 500.105(8)(e)

(d) The following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

We will have Job descriptions for each employee as well as organizational charts consistent with the job descriptions.

2. A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:

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 in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

A personnel record for each employee will be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and will include, All materials submitted to the commission pursuant to 935 CMR 500.030(2), Documentation of verification of references, the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision, Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters, Documentation of periodic performance evaluations, A record of any disciplinary action taken, Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

- 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

We will have a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.

- 4. Personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. A policy which notifies persons with disabilities of their rights under

<https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and

We will have personnel policies and procedures including, Code of ethics. Whistle-blower policy, A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/servicedetails/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations

- 5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

We will have all background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

(e) Business records, which shall include manual or computerized records of:

- 1. Assets and liabilities;
- 2. Monetary transactions;

3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records, including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

We will have Business records, which will include manual or computerized records of Assets and liabilities, Monetary transactions, Sales records, including the quantity, form, and cost of marijuana products, Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, Sales records, including the quantity, form, and cost of marijuana products, Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

(f) Waste disposal records as required under 935 CMR 500.105(12); and

We will have Waste disposal records as required under 935 CMR 500.105(12)

(g) Following closure of a Marijuana Establishment, all records shall be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

If needed, following closure of grow facility all records will be kept for at least two years at our expense and in a form and location acceptable to the Commission.

Maintaining of financial records

Business records, which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records, including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

We will have Business records, which will include manual or computerized records of Assets and liabilities, Monetary transactions, Sales records, including the quantity, form, and cost of marijuana products, Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, Sales records, including the quantity, form, and cost of marijuana products, Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

Qualifications and training

Qualifications will be determined by CCC guidance 500.030, 500.800-802 and we will follow all guidance listed below.

500.030: Registration of Marijuana Establishment Agents

(1) A Marijuana Establishment shall apply for registration for all its employees, Owners, Executives and volunteers who are associated with that Marijuana Establishment. The Commission shall issue an Agent Registration Card to each individual determined to be suitable for registration. All such individuals shall:

(a) Be 21 years of age or older;

(b) Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and

(c) Be determined suitable for registration consistent with the provisions of 935 CMR

500.800 and 935 CMR 500.801 or 935 CMR 500.802.

To conserve space, 935 CMR 500.800 **Suitability Standard for Licensure and Registration**, 935 CMR 500.801 **Suitability Standard for Registration as a Marijuana Establishment Agent** and 935 CMR 500.802 **Suitability Standard for Licensure**, will not be quoted here. it can be found on pages 136-147 of 935 CMR 500.

Marijuana Establishment Agent Training.

We will follow all guidance provided in 935 CMR 500.105 (2) and train our employees to the standard listed below.

(a) Marijuana Establishments, including Independent Testing Laboratories, shall ensure that all Marijuana Establishment Agents complete minimum training requirements prior to performing job functions.

1. At a minimum, Marijuana Establishment Agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.

2. A minimum of four hours of training shall be from Responsible Vendor Training Program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.

3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Marijuana Establishment. Basic on-the-job training Marijuana Establishments provide in the ordinary course of business may be counted toward the eight-hour total training requirement.
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. Marijuana Establishments shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Marijuana Establishments shall make such records available for inspection on request.
6. An individual who is both a Marijuana Establishment Agent and MTC Agent at a CMO location shall receive the training required for each license under which the agent is registered including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than eight hours of training.

(b) Responsible Vendor Training.

1. All current Marijuana Establishment Agents, including Laboratory Agents, involved in the handling or sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
 - a. Marijuana Establishment Agents shall first take the Basic Core Curriculum.
 - b. On completing the Basic Core Curriculum, a Marijuana Establishment Agent is eligible to take the Advanced Core Curriculum.
 - c. Exception for Administrative Employees. Marijuana Establishment Agents who serve as administrative employees and do not handle or sell Marijuana are exempt from the four-hour RVT requirement, but may take a Responsible Vendor Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
2. Once a Marijuana Establishment is designated a Responsible Vendor, all Marijuana Establishment Agents employed by the Marijuana Establishment that are involved in the handling or sale of Marijuana for adult use shall successfully complete the Basic Core Curriculum within 90 days of hire.
3. After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

4. Responsible Vendor Trainer Certification.

- a. No owner, manager or employee of a Responsible Vendor Trainer may be a Person Or Entity Having Direct Or Indirect Ownership or Control of a Marijuana Establishment.
- b. Responsible Vendor Trainers shall submit their program materials to the Commission prior to offering courses, every two years following for Commission certification of the Responsible Vendor Trainer and Responsible Vendor Training Program curriculum, and on request. The process for certification will be in a form and manner determined by the Commission.
- c. Responsible Vendor Training Program courses shall consist of at least two hours of instruction time.
- d. Except as provided in 935 CMR 500.105(2)(b)4.e., Responsible Vendor Training Program courses shall be taught in a real-time, interactive, virtual or in-person classroom setting in which the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual.
- e. Responsible Vendor Training Program courses may be presented in a virtual format that is not taught in a real-time, provided that the Responsible Vendor Trainer, as part of its application for certification, can demonstrate means:
 - i. To verify the identification of each trainee participating in the program course and certify completion by the individual;
 - ii. To track trainees' time needed to complete the course training;
 - iii. To allow for the trainees to ask questions of the Responsible Vendor Trainer, for example, by email, virtual discussion board, or group/class discussion; and
 - iv. To evaluate each trainee's proficiency with course material.
- f. Responsible Vendor Trainers shall seek certification for each Basic Core Curriculum and Advanced Core Curriculum. Applications for Advanced Core Curriculum certification will be open on or before July 1, 2022.
- g. Responsible Vendor Trainers shall maintain its training records at its principal place of business for four years.
- h. Responsible Vendor Trainers shall make the records available for inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- i. Responsible Vendor Trainers shall provide to the appropriate Marijuana Establishment and Marijuana Establishment Agent written documentation of attendance and successful evaluation of proficiency, such as passage of a test on the knowledge of the required curriculum for each attendee.
- j. Trainees who can speak and write English fluently shall successfully demonstrate proficiency, such as passing a written test with a score of 70% or better.
- k. Marijuana Establishment Agents who cannot speak or write English may be offered a verbal evaluation or test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing

score of 70% or better.

I. Responsible Vendor Trainers shall solicit effectiveness evaluations from Marijuana Establishment Agents who have completed their program(s).

5. Basic Core Curriculum. The Basic Core Curriculum shall cover the following subject matter:

a. Marijuana's effect on the human body, including:

i. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;

ii. The amount of time to feel impairment;

iii. Visible signs of impairment; and

iv. Recognizing the signs of impairment.

b. Diversion prevention and prevention of sales to minors, including best practices.

c. Compliance with all tracking requirements.

d. Acceptable forms of identification. Training shall include:

i. How to check identification;

ii. Spotting and confiscating fraudulent identification;

iii. Patient registration cards currently and validly issued by the Commission;

iv. Common mistakes made in identification verification.

v. Prohibited purchases and practices, including purchases by persons younger than 21 years of age in violation of M.G.L. c. 94G, § 13.

e. Other key state laws and rules affecting Marijuana Establishment Agents, which shall include:

i. Conduct of Marijuana Establishment Agents;

ii. Permitting inspections by state and local licensing and enforcement authorities;

iii. Local and state licensing and enforcement, including registration and license sanctions;

iv. Incident and notification requirements;

v. Administrative, civil, and criminal liability;

vi. Health and safety standards, including waste disposal;

- vii. Patrons prohibited from bringing Marijuana and Marijuana Products onto licensed premises;
- viii. Permitted hours of sale;
- ix. Licensee responsibilities for activities occurring within licensed premises;
- x. Maintenance of records, including confidentiality and privacy; and
- f. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

6. Advanced Core Curriculum.

- a. Each Advanced Core Curriculum class shall be approved by the Commission prior to being offered. The curriculum shall build on the knowledge, skills, and practices covered in the Basic Core Curriculum.
- b. An Advanced Core Curriculum class shall include standard and best practices in one or more of the following areas
 - i. Cultivation;
 - ii. Product Manufacturing;
 - iii. Retail;
 - iv. Transportation;
 - v. Social Consumption;
 - vi. Laboratory Science;
 - vii. Energy and Environmental Best Practices;
 - viii. Social Justice and Economically Reparative Practices;
 - ix. Implicit Bias and Diversity Training;
 - x. Worker Safety;
 - xi. Food Safety and Sanitation;
 - xii. Confidentiality and Privacy;
 - xiii. In depth coverage of any topic(s) taught in the Basic Core Curriculum; or

xiv. Such other topic as the Commission may approve in its sole discretion.

7. Delivery Core Curriculum. In addition to the Basic Core Curriculum, all Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall have attended and successfully completed Delivery Core Curriculum prior to making a delivery, which shall, to the extent not covered in Basic Core Training include, without limitation, training on:

- a. Safely conducting deliveries;
- b. Safe cash handling practices;
- c. Strategies for de-escalating potentially dangerous situations;
- d. Securing product following any instance of diversion, theft or loss of Finished Marijuana Products pursuant to 935 CMR 500.110(1)(m);
- e. Collecting and communicating information to assist in investigations;
- f. Procedures for checking identification;
- g. Indications of impairment;
- h. Notification to Consumers of use of mandatory recording devices; and
- i. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Energy efficiency

Page 54, 55 of 935 CMR 500.000:

500.105: -1 Q 1-4

(q) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities.

Our building will include all LED lighting throughout and non-fossil fuel heating. Energy efficiency and smart usage is our goal right from the start. Architectural drawings will be submitted if needed.

2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

We will be using partial solar generation to help with energy demand.

We are also exploring the possibility of generating heat by wood pellet. This is an abundant renewable that is cost effective.

3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

We will have lighting schedules to optimize energy usage to coincide with low grid consumption hours.

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants

We have engaged with AMLP to find the best and most efficient times to setup our lighting schedules and to take advantage of solar credits that are offered.

Personnel policies including background checks

The following personnel records will be kept.

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

We will have Job descriptions for each employee as well as organizational charts consistent with the job descriptions. Job descriptions have yet to be determined.

2. A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:

- 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 in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

A personnel record for each employee will be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and will include, All materials submitted to the commission pursuant to 935 CMR 500.030(2), Documentation of verification of references, the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision, Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters, Documentation of periodic performance evaluations, A record of any disciplinary action taken, Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

We will have a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.

4. Personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;

b. Whistle-blower policy; and

c. A policy which notifies persons with disabilities of their rights under

<https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and

We will have personnel policies and procedures including, Code of ethics. Whistle-blower policy, A policy which notifies persons with disabilities of their rights under, <https://www.mass.gov/servicedetails/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations. All policies are outlined in the Employee handbook.

5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

We will have all background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Alcohol, smoke, and drug-free workplace policies. *935 CMR 500.105(1)* this is covered in the employee handbook titled “Welcome to Greenventures” Smoke-Free Workplace and Alcohol and Drug-Free Workplace.

A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. *935 CMR 500.105(1)* this is covered in the employee handbook titled “Welcome to Greenventures” zero tolerance policy

Welcome To Greenventures!

Welcome to Greenventures! We're pleased to have you on our team and look forward to the contributions and value you will add to our organization. Our employees are the cornerstone of our success and we truly believe people make the difference. We are committed to providing you meaningful work and a positive work environment.

At Greenventures, it's our mission to be the best grower of top quality flower. It is an exciting time to be a part of our team as we grow, evolve, and emerge as a leader in the cannabis industry!

Inside this Greenventures Employee Handbook you will find information about our company, our values, working here, benefits, and more. The Employee Handbook will give you the background needed to succeed in your career. Please read these documents thoroughly. If you have questions about any of these policies, please contact management.

Thank you for being part of the Greenventures team!

Christopher Frost

Chief Executive Officer

Introduction

Statement of Purpose and Disclaimer

The purpose of this Handbook is to provide you with general information regarding the employment policies currently in effect at our company. The company expressly reserves the right to alter, change, suspend, cancel, and interpret these policies from time to time without advance notice to its employees. Any such action shall apply to existing as well as to future employees.

This Handbook and the policies of the company are for informational purposes only and do not constitute a contract between the company and its employees. Employment at the company is “at will” employment. This means that all employment relationships at the company are for an indefinite period of time. Nothing in this handbook should be construed as altering the employment at will relationship or as creating an express or implied contract or manual concerning the manner in which any particular employment matter can, will, or should be handled. Only the President or CEO of the company has the authority to alter or modify the at-will employment relationship policy.

Hiring

Greenventures is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or gender, national origin, creed, age, sexual orientation, gender identity or expression, familial status, genetics, citizenship, marital status, pregnancy, public assistance status, physical or mental disability, or veteran status in accordance with applicable federal laws, or any other characteristic protected by law.

Employment at Greenventures is also conditioned upon:

- Presentation of a social securitycard,
- When necessary, presentation of proof of sufficient age to be hired
- Pre-employment drug screens
- Background checks
- Proof of education credentials
- Compliance with other job prerequisites

Full time: Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 40 hours per week. Generally, these employees are eligible for the full benefits package.

Part time: Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule. Part-time employees are eligible for some of the benefits offered.

New Employee Orientation

Upon joining Greenventures, all employees are responsible for reading through this Handbook in its entirety and signing the acknowledgment form. This Handbook outlines the employee's responsibilities for the company. It is the responsibility of the employee to read and comply with the policies contained in this Handbook.

Recording Work Hours

It is the policy of Greenventures to comply with applicable laws that require the company to maintain records of the hours worked by its employees. Greenventures must keep accurate records of hours actually worked. For payroll purposes, the workweek starts at 12:00:01 Sunday morning and ends on the following Saturday at midnight. To ensure that accurate records are kept, all employees are required to report all time worked and all absences. Completion of these records ensures that employees are paid timely and accurately.

Falsifying a time record is a breach of Company policy and is grounds for disciplinary action, up to and including termination of employment.

Payroll

Payments are made on a biweekly basis for all classifications of employee.

Overtime

Overtime will be paid in accordance with all local, state, and federal laws.

Outside Employment

Full-time employees are expected to consider their position with Greenventures as their primary employment responsibility. Employees should discuss outside employment with management prior to accepting outside employment to ensure that it will not interfere with position duties, responsibilities, and performance. In addition, employees should not hold, or in any way participate in a job that is in competition or conflict with the business of the company. In addition, no outside employment will be acceptable if it is in a similar business, specifically in the cannabis industry.

Non-Compete Clause

For the term of 1 year following employment termination or voluntary separation from Greenventures, you will not seek employment with another cannabis establishment within 50 miles of Greenventures primary location. Any violation of this policy may result in legal action.

Termination of Employment

Your employment relationship with Greenventures is at will and can be terminated at any time. Greenventures prefers at least two (2) weeks' written notice of resignation from employees. Employees will not be paid accrued time in lieu of the two-week notice and employees must work the last day indicated in the two-week notice.

Prior to leaving the facility on the last day of employment, all Greenventures property must be returned to management.

Deductions may be made to an employee's final paycheck in order to satisfy any debt the employee may have to the Company, in accordance with applicable law.

It is the responsibility of each former employee to notify the company of address changes during the calendar year in which termination occurs so that year-end income tax and Affordable Care Act reporting information is sent to the proper address.

EEO Statement

Greenventures provides equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex or gender, national origin, creed, age, sexual orientation, gender identity or expression, familial status, genetics, citizenship, marital status, pregnancy, public assistance status, physical or mental disability, or veteran status in accordance with applicable federal laws, or any other characteristic protected by law. In addition, Greenventures complies with applicable state and local laws governing nondiscrimination.

Employment Eligibility Verification

Our policy, as an equal opportunity employer, is to employ persons legally entitled to work in the United States. To ensure that Greenventures complies with the Immigration Reform and Control Act of 1986, all employees will be asked to provide satisfactory documentation of their eligibility to be employed in the United States.

Discrimination and Harassment

The company is committed to providing a workplace that is free from all forms of discrimination and harassment, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action, up to and including termination. Sexual harassment may also subject the company and, in some cases, individuals, to civil penalties.

Greenventures is committed to providing a work environment that is free from discrimination and harassment based on race, color, religion, sex or gender, national origin, creed, age, sexual orientation, gender identity or expression, familial status, genetics, citizenship, marital status, pregnancy, public assistance status, physical or mental disability, or veteran status or any other characteristic protected by federal, state, and local law ("Protected Characteristics"). Greenventures prohibits any and all forms of discrimination and harassment in or away from the workplace. Violations of this policy may result in disciplinary action, up to and including termination. This policy applies with equal force to supervisory and non-supervisory employees and executives.

Additionally, sexual harassment is prohibited. Each employee of the company must refrain from sexual harassment in the workplace. No employee should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment will be investigated in a prompt and effective manner.

All employee of the company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

PROHIBITED CONDUCT

Harassment - For the purpose of this Policy, the term “harassment” includes, but is not limited to:

- verbal or physical conduct that harms or exhibits hostility or aversion toward an individual because of his or her Protected Characteristics or the Protected Characteristics of his or her relatives, friends, or associates, and that:
- has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual’s work performance; or
- otherwise adversely affects an individual’s employment opportunities.
- any other conduct that creates an environment determined to be intimidating, hostile, or offensive, including the creation of such an environment through the use of verbal or physical conduct, including profanity directed or not directed toward any employee, and/or the display, transmission, or communication of messages, including email and text messages, graphics, phrases, pictures, or objects. Each individual employee has the responsibility to refrain from harassment and any employee who engages in harassment will be subject to discipline, up to and including termination.

Sexual Harassment

Sexual harassment takes many different forms and may be overt or subtle. It can involve behavior that is not welcome, is personally offensive, that fails to respect the rights of others, that lowers morale, that is pervasive in the work environment, or otherwise interferes with work effectiveness or creates a distasteful work environment. Sexual harassment may occur between persons of the same or different genders. Both men and women are protected by law and this policy, regardless of the gender of either the harasser or victim. Each individual employee has the responsibility to refrain from sexual harassment and any employee who engages in sexual harassment will be subject to discipline, up to and including termination.

Examples of prohibited sexual harassment include:

- Verbal: Sexual innuendos, suggestive comments, insults, humor, and jokes about sex anatomy or gender-specific traits, sexual propositions, threats, repeated request for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls,” “smacking,” or “kissing” noises.
- Visual: Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- Textual/Electronic: “Sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking, and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages, and social network websites like Facebook and Twitter).

PROCEDURES FOR FILING A COMPLAINT

An employee who either observes or believes herself/himself to be the object of discrimination or harassment should immediately contact and inform management of the discriminatory or harassing conduct. No one will be subject to, and Greenventures prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of discrimination or harassment of any kind, pursuing any discrimination or harassment claim, or cooperating in related investigations.

It is not necessary for discrimination or harassment, including sexual harassment, to be directed at the person making a complaint. All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges, the difficulties associated with their investigation, and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome. No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally.

FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action, up to and including termination.

ZERO TOLERANCE POLICY

The company adheres to a "zero tolerance" policy regarding discrimination, harassment, or retaliation of any kind. This includes discrimination, harassment, or retaliation against anyone. A "zero tolerance" policy means that Greenventures works to prevent any inappropriate behavior and takes appropriate corrective action when warranted. A single act of discrimination, harassment, retaliation, discourteous treatment, or other disrespectful conduct may be cause for disciplinary action, up to and including termination. Additionally, false and malicious complaints of harassment, discrimination, or retaliation may be the subject of appropriate disciplinary action, up to and including termination.

Any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor will be immediately dismissed per regulation 935 CMR 500.105(1)

Health Benefits

The Greenventures Health plan may include, but are not limited to, medical and dental coverage. They are available to all regular full-time employees and all employees covered under the Affordable Care Act.

401(k) Plan

Greenventures offers a 401(k) retirement plan for its eligible employees.

Background Checks

Pre-employment background and drug screenings will be conducted on job applicants who are offered a position with Greenventures. All offers of employment are conditioned on a negative drug test result and acceptable background screening. Applicants must consent to the pre-employment background and drug screenings and will be asked to sign a pre-employment consumer report release form. A third party agency will conduct the criminal history background check. Background checks, and their use in employment, will be conducted in accordance with the Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, as amended, and all other applicable laws. Convictions do not automatically prohibit employment, and will be assessed on a case by case basis.

Attendance and Punctuality

Greenventures expects all employees to be responsible for their attendance and promptness at work. All Greenventures employees are required to be on time and ready to work each scheduled work day.

Employees who are unable to work or who will be late, must notify their manager prior to the start of the scheduled work shift. Employees who are absent for three (3) consecutive work days without properly notifying the company will be considered to have abandoned their job. Job abandonment is considered a voluntary resignation.

Employees are required to use paid time available for any absence from a regularly scheduled work day. Unscheduled, unreported, or unauthorized absences may result in disciplinary action, up to and including termination.

Work Schedules

Our general business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday with time for lunch and breaks set by the company as required by law. Customer expectations and business needs will determine the basic workweek. Work days and hours may differ based on job position. Schedules may include weekends, nights, and holidays.

Employment - At - Will

Employment with Greenventures is "at will," which means that employment is subject to termination by either the company or the employee at any time. Nothing in this Handbook, or in any letters, benefit or policy statements, performance appraisals, or other employee communications, should be interpreted as creating an express or implied contract. No employment contract will be valid without the signature of the Company's President and CEO.

Employee Conduct and Work Rules

Employees are expected to act professionally and demonstrate courtesy, integrity, and good judgment at all times. To assure orderly operations and provide the best possible work environment, Greenventures expects employees to follow rules of conduct that will protect the interests and safety of all employees and Greenventures. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including legal recourse, suspension, or termination of employment.

- Theft or inappropriate removal or possession of Greenventures property, records, or other material;
- Conducting personal business on Company time and/or property;
- Falsifying any reports or records, including personnel, absence, sickness, injury, timekeeping;
- Unauthorized or illegal possession, use, or sale of alcohol or controlled substances on work premises, during working hours, while engaged in company activities, or in company vehicles;
- Abuse of prescription drugs;
- Engaging in acts of dishonesty, fraud, theft or sabotage;
- Threatening, intimidating, or assaulting a manager, co-worker, customer, or vendor;
- Boisterous or disruptive activity in the workplace, horseplay;
- Actions posing a risk or threat to coworkers, management, or customers;
- Insubordination or refusal to comply with instructions, or failure to perform reasonable duties that are assigned;
- Violation of safety rules or practices or engaging in any conduct which tends to create a safety hazard;
- Sexual, ethnic, racial, religious, or other unlawful or company-forbidden discrimination, harassment, retaliation, or disrespectful conduct toward fellow employees, visitors, or other members of the public;
- Unauthorized possession, use, or sale of weapons, firearms (concealed or unconcealed), ammunition, or explosives in the workplace;
- Excessive tardiness or absenteeism, or any absence without notice, including leaving work without notice;
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of this handbook and company policies;
- Unsatisfactory performance or conduct;
- Disruptive and excessive use of a cellular telephone for personal calls or texting;
- Offensive language or profanity directed or not directed toward another employee.

These examples are not all inclusive. Termination decisions will be based on an assessment of all relevant

factors. Disciplinary action may include a verbal warning, written warning, suspension, and termination. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another. Nothing in this policy is designed to modify our employment-at-will policy.

Workplace Violence

Greenventures is committed to a productive environment, free from threats of violence or acts of violence of any nature. Accordingly, any type of threat of violence or act of violence by employees, supervisors, co-workers, customers, or other non-employees will not be tolerated.

Prohibited acts of violence or threats of violence include, but are not limited to, injuring another person physically; engaging in behavior that creates a reasonable fear of injury in another person; subjecting another individual to extreme emotional distress; possessing, brandishing, using, or threatening to use any weapon while on Greenventures premises or while engaged in company business; damaging property intentionally; threatening to injure an individual or damage property; talking or joking about violence; interfering with another person's work; and creating an intimidating, offensive, or hostile work environment.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that Greenventures, in its sole discretion, deems illegal, offensive, dangerous, or inappropriate will be subject to disciplinary action, up to and including termination.

Workplace Bullying

Greenventures defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Greenventures is committed to creating a safe and secure work environment free from offensive, hostile, or intimidating behavior.

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when deciding discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The following examples contain conduct Greenventures considers to be bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping; assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening

messages.

- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Personal Data Updates

It is the responsibility of each employee to update management for any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, and other such personal data should be accurate and current at all times.

Social Media Policy

We expect all who participate in social media to understand and to follow these guidelines. These guidelines may evolve as new technologies and social networking tools emerge — any future updates of these guidelines will be provided for you.

Given the reach of the internet, it is important that you follow some basic guidelines and comply with all other Greenventures policies and procedures when you use the various social networking media. These guidelines apply to Greenventures employees when they use social media.

These guidelines do not, and cannot, cover every situation you might encounter online. The intent is to set some basic guidelines upon which sound decisions can be made.

1. **Authorization from Greenventures to establish an online presence.** You may only establish an official online social media presence on behalf of Greenventures if you have the approval of management.
2. **Identify yourself.** Unless assigned as part of your job responsibilities, when posting or publishing about Greenventures or its products, industry, or business activities in a way that could reasonably be interpreted as an endorsement or promotion of Greenventures position, you must identify yourself as an employee of Greenventures, write in the first person, and make it clear that you are not speaking on behalf of Greenventures.
3. **Be respectful of other people and other points of view.** Always be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of Greenventures.
4. **Be truthful.** Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly.
5. **Ownership.** Greenventures owns all content you create or generate in connection with your online social media activities on behalf of Greenventures. This includes the ownership of all accounts established for such activities.
6. **Nothing is private.** If you post something online, you should expect that it may be widely disseminated and viewed by people beyond those for whom it was originally intended. You should also be aware that Greenventures may monitor social media sites for issues and statements that affect it.
7. **Observe confidentiality.** Never reveal confidential, trade secret, proprietary, or non-public

information that belongs to Greenventures, its customers, business partners or any other party. Do not post any information that would infringe upon the proprietary, privacy, or personal rights of others.

- 8. Intellectual Property.** Do not violate any party's intellectual property rights. For example, do not post articles, photos, videos, music, messages or other content unless you have the owner's permission or otherwise have a legal right to post such content.
- 9. Customers and Business Partners.** Whether you intend to be or not, others may deem you to be a representative of Greenventures when participating in social media if your social media site otherwise identifies Greenventures. Therefore, you should not criticize or be confrontational with our customers, business partners, competitors, regulators, government officials, or other third parties with whom Greenventures deals.
- 10. Try to add value.** Provide worthwhile information and perspective when posting on behalf of Greenventures. Greenventures brand is best represented by its people and what you publish on its behalf may reflect on the Company's brands.
- 11. Use your best judgment.** Remember there are always consequences to what you publish and, ultimately, you are solely responsible for what you post online. If you are posting on behalf of Greenventures, if you're even slightly uncomfortable with something you are about to publish, review these guidelines and think about why that is. If you are still unsure, discuss it with your manager.
- 12. Removal.** If Greenventures determines that you have posted content that is inconsistent with these guidelines, the Company may request that you remove such content. You agree to help Greenventures identify your content online and remove it to the extent inconsistent with these guidelines.

Dress Policy

Greenventures employees are expected to project a professional image to customers, vendors, guests, the general public, and to fellow employees. Projecting a professional image includes how you dress and groom yourself during working hours.

Before entering the grow area, employees must change from street clothes into their work clothes to avoid contamination of pollen and pests.

Proper footwear must always be worn on premises and off premises during work related activities.

Eye protection must always be worn in the presence of horticultural lighting.

Whistleblower Policy

A whistleblower as defined by this policy is an employee of Greenventures who reports an activity that they consider to be illegal, dishonest, unethical, or a violation of company policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Whistleblower protections are provided in two important areas — confidentiality and against retaliation. When possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower's identity may need to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact management immediately.

The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

All reports of whistleblower activities will be promptly submitted to management, which is responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact management.

Safety, Risk, and Security

Greenventures is committed to providing a safe, secure, and healthy work environment for its employees and to establishing and insisting upon safe and secure practices at all times by all employees. The following information will establish guidelines for all employees to follow to contribute toward a safe, secure, and healthy work environment. It is the responsibility of each employee to read, understand, and comply with all safety and security policies and/or guidelines. All employees are required to participate in and complete designated training programs. Managers will ensure that their employees have been properly educated regarding this information.

Emergency Procedures

If an emergency situation occurs (fire, severe weather, sudden illness, or injury, etc.) employees should be able to respond quickly and appropriately. It is the responsibility of each employee to read and understand these procedures, so that in times of emergency each employee will be able to respond without hesitation or undue stress. If an emergency situation arises, employees should immediately notify management.

Evacuation

A variety of events may require the evacuation of a facility. These include fire and floods. To aid in safe and orderly evacuation, placards are posted in common areas, with maps showing evacuation routes for each area of the building. For further information and procedures regarding evacuations, please see management.

Facility Security – Employees and Visitors

To ensure the safety of all employees, as well as the security of company assets, including its information, it is essential that only those authorized to have access to a facility be allowed entry. Greenventures facility is currently controlled by multiple access systems. All means of access and entry are subject to change based on technological advances and needs.

Employees will be given the appropriate access based on their job description. Each employee is responsible for safeguarding provided key cards, ID badges, and/or access code information. If an access tool is lost or compromised, the employee must immediately notify management of the situation.

All visitors to company facilities must be accompanied by an employee and must wear company-issued identification badges when on the property.

Employee Driving Records

Employees are required to obey all state and local laws pertaining to the operation of motor vehicles, including the use of safety belts and hands-free devices when listening and talking on wireless telephones while driving. Under no circumstances should employees read or send email or text messages while driving on company business.

The Motor Vehicle Record (MVR) of each employee who operates a company vehicle or a personal vehicle for company business is subject to periodic review by Greenventures. Only employees with valid drivers' licenses that are not suspended are permitted to operate a company vehicle.

Smoke-Free Workplace

Smoking or using smokeless tobacco products are not allowed in company building or vehicle at any time. This includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

No Weapons Policy

Greenventures is committed to maintaining safest possible work environment for our employees. To help ensure that a safe working environment is maintained, Greenventures does not allow any type of weapons on company premises, in company vehicles being operated for work-related purposes, or at any off premise location while engaged in company business or representing Greenventures. Company premises include designated employee parking areas and any customer vendor worksite. An employee must not have, carry, possess, or use weapons while conducting company business at any location. Weapons are defined as firearms or other weapons, explosives and/or hazardous materials or articles. Possession of a weapon means having the prohibited materials on one's person or otherwise under one's control, such as a weapon stored in a personal vehicle parked in a company designated parking area. This policy applies to all employees, including employees who have a valid permit to carry a firearm. Violation of this policy may result in disciplinary action, up to and including termination.

Alcohol and Drug-Free Workplace

Greenventures has a commitment to provide a safe, alcohol and drug-free environment for all its employees. Safety is a company value, and the company works hard to protect employees, company assets, and the public alike.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all Greenventures employees and all applicants for employment.

Required Testing

The company retains the right to require the following tests:

- **Pre-employment:** All offers of employment are contingent on the passing of a drug test before beginning work. Refusal to submit to testing will result in an applicant's disqualification from employment consideration.

Inspections

Greenventures reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Recording

Video and audio recording may take place at any time on company premises.

Acknowledgement form.

Employee signature

_____ Date _____

Diversity Plan

Greenventures is striving to create an inclusive workplace where everyone feels welcomed, valued and respected. A place where every employee can be themselves so they can reach their potential and help us achieve our business goals. The owners of Greenventures identify as part of the diversity groups listed by the Commission and we understand the importance of diversity in the workforce.

Goal: We want to hire, 60% women, 40% minorities, 30% veterans, 10% persons with disabilities, and 10% LGBTQ+.

Program: We will post quarterly advertisements in the Worcester Telegram that encourage Minorities, Women, Veterans, Persons with disabilities, and LGBTQ+ people to apply, following all guidance set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4)

Metric: We will count the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

The progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

Goal: We have the goal to partner with, 30% women, 20% minorities, 10% veterans, 5% persons with disabilities, and 5% LGBTQ+. Each of the vendors must self-identify as one of these categories as they will not be asked about personal information if they do not share openly.

Program: We will seek vendors via web research (Google) and industry trade shows such as Canna Con that are held annually.

Metric: We will count the number of vendors hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of vendors hired to ensure that 50% of all vendors hired fall within this goal.

The progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

We have partnered with 2 vendors who identify in the Commissions listed categories. Our architect and attorney identify as female.