



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284476
Original Issued Date: 12/08/2022
Issued Date: 12/08/2022
Expiration Date: 12/08/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: GreenCare Collective LLC

Phone Number: 781-405-1771 Email Address: karen@gcc-brands.com

Business Address 1: 12 Latti Farm Road

Business Address 2:

Business City: Millbury

Business State: MA

Business Zip Code: 01527

Mailing Address 1: 12 Latti Farm Road

Mailing Address 2:

Mailing City: Millbury

Mailing State: MA

Mailing Zip Code: 01527

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201818

RMD INFORMATION

Name of RMD: GreenCare Collective, LLC

Department of Public Health RMD Registration Number: RMD1706

Operational and Registration Status: Obtained Final Certificate of Registration, but is not open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: yes

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 2.5

Percentage Of Control: 25

Role: Board Member

Other Role: General Counsel

First Name: Charles

Last Name: Smith

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: 5

Percentage Of Control: 25

Role: Executive / Officer

Other Role: Chief Executive Officer

First Name: Christopher

Last Name: Costello

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 3

Percentage Of Ownership: 2

Percentage Of Control: 25

Role: Board Member

Other Role:

First Name: Steven

Last Name: Della Salla

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 4

Percentage Of Ownership: 3

Percentage Of Control: 25

Role: Other (specify)

Other Role: Trustee with 20% indirect control

First Name: Katie

Last Name: O'Sullivan

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:

Percentage Of Control: 25

Role: Board Member

Other Role:

First Name: Michael

Last Name: Quinn

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:

Percentage Of Control: 25

Role: Other (specify)

Other Role: 20% Indirect Control

First Name: John

Last Name: Dunne

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 7

Percentage Of Ownership:

Percentage Of Control: 25

Role: Other (specify)

Other Role: 20% Indirect Control

First Name: David

Last Name: Golden

Suffix:

Date generated: 01/09/2023

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 8

Percentage Of Ownership:	Percentage Of Control: 25
Role: Other (specify)	Other Role: 20% Indirect Control
First Name: Alfred	Last Name: Van Broekhoven Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 25	Percentage of Ownership: 20	
Entity Legal Name: CoGrow Massachusetts LLC	Entity DBA:	DBA City:
Entity Description: Holding Company		
Foreign Subsidiary Narrative:		
Entity Phone: 646-276-0946	Entity Email: michael@cogrowgroup.com	Entity Website:
Entity Address 1: 465 Main Street 16A	Entity Address 2:	
Entity City: New York	Entity State: NY	Entity Zip Code: 10044
Entity Mailing Address 1: 465 Main Street 16A	Entity Mailing Address 2:	
Entity Mailing City: New York	Entity Mailing State: NY	Entity Mailing Zip Code: 10044
Relationship Description: Owns 20% of applicant. Controls 25% through a seat on the Board of Managers.		

Entity with Direct or Indirect Authority 2

Percentage of Control: 25	Percentage of Ownership: 20	
Entity Legal Name: OCS Green Leaves LLC	Entity DBA:	DBA City:
Entity Description: Holding Company		
Foreign Subsidiary Narrative:		
Entity Phone: 212-750-1808	Entity Email: sdellasalla1@gmail.com	Entity Website:
Entity Address 1: 12 Latti Farm Road	Entity Address 2:	
Entity City: Millbury	Entity State: MA	Entity Zip Code: 01527
Entity Mailing Address 1: 12 Latti Farm Road	Entity Mailing Address 2:	
Entity Mailing City: Millbury	Entity Mailing State: MA	Entity Mailing Zip Code: 01527
Relationship Description: Owns 20% of applicant. Controls 25% through a seat on the Board of Managers.		

Entity with Direct or Indirect Authority 3

Percentage of Control: 25	Percentage of Ownership: 10	
Entity Legal Name: The Donal O'Sullivan Children's Gifting Trust II	Entity DBA:	DBA City:

Entity Description: Trust

Foreign Subsidiary Narrative:

Entity Phone: 212-750-1808

Entity Email: kosulli6@alumni.nd.edu

Entity Website:

Entity Address 1: 633 3rd Avenue, 17th Floor

Entity Address 2:

Entity City: New York

Entity State: NY

Entity Zip Code: 10017

Entity Mailing Address 1: 633 3rd Avenue, 17th Floor

Entity Mailing Address 2:

Entity Mailing City: New York

Entity Mailing State: NY

Entity Mailing Zip Code: 10017

Relationship Description: Owner of a majority interest in OCS Green Leaves LLC

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: GreenCare Collective LLC

Entity DBA:

Email: charles@gcc-brands.com

Phone: 781-405-1771

Address 1: 12 Latti Farm Road

Address 2:

City: Millbury

State: MA

Zip Code: 01527

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Steven

Last Name: Della Salla

Suffix:

Marijuana Establishment Name: Ashli's, Inc.

Business Type: Marijuana Retailer

Marijuana Establishment City: Attleboro

Marijuana Establishment State: MA

Individual 2

First Name: Steven

Last Name: Della Salla

Suffix:

Marijuana Establishment Name: Ashli's Extracts, Inc.

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Attleboro

Marijuana Establishment State: MA

Individual 3

First Name: Steven

Last Name: Della Salla

Suffix:

Marijuana Establishment Name: Ashli's Farm, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Attleboro

Marijuana Establishment State: MA

Individual 4

First Name: Steven

Last Name: Della Salla

Suffix:

Marijuana Establishment Name: GreenCare Collective, LLC

Business Type: Other

Marijuana Establishment City: Millbury

Marijuana Establishment State: MA

Individual 5

First Name: Michael	Last Name: Quinn	Suffix:
Marijuana Establishment Name: GreenCare Collective LLC	Business Type: Other	
Marijuana Establishment City: Millbury	Marijuana Establishment State: MA	

Individual 6

First Name: Michael	Last Name: Quinn	Suffix:
Marijuana Establishment Name: Ashli's, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 7

First Name: Michael	Last Name: Quinn	Suffix:
Marijuana Establishment Name: Ashli's Farm, Inc.	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 8

First Name: Michael	Last Name: Quinn	Suffix:
Marijuana Establishment Name: Ashli's Extracts, Inc.	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 9

First Name: John	Last Name: Dunne	Suffix:
Marijuana Establishment Name: Ashli's Extracts, Inc.	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 10

First Name: John	Last Name: Dunne	Suffix:
Marijuana Establishment Name: Ashli's Farm, Inc.	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 11

First Name: Jonn	Last Name: Dunne	Suffix:
Marijuana Establishment Name: Ashli's, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 12

First Name: John	Last Name: Dunne	Suffix:
Marijuana Establishment Name: GreenCare Collective, LLC	Business Type: Other	
Marijuana Establishment City: Millbury	Marijuana Establishment State: MA	

Individual 13

First Name: Katie	Last Name: O'Sullivan	Suffix:
Marijuana Establishment Name: Ashli's Extracts, Inc.	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Attleboro	Marijuana Establishment State: MA	

Individual 14

First Name: Katie	Last Name: O'Sullivan	Suffix:
Marijuana Establishment Name: Ashli's Farm, Inc.	Business Type: Marijuana Cultivator	

Marijuana Establishment City: Attleboro

Marijuana Establishment State: MA

Individual 15

First Name: Katie

Last Name: O'Sullivan

Suffix:

Marijuana Establishment Name: Ashli's, Inc.

Business Type: Marijuana Retailer

Marijuana Establishment City: Attleboro

Marijuana Establishment State: MA

Individual 16

First Name: Katie

Last Name: O'Sullivan

Suffix:

Marijuana Establishment Name: GreenCare Collective LLC

Business Type: Other

Marijuana Establishment City: Millbury

Marijuana Establishment State: MA

Individual 17

First Name: Christopher

Last Name: Costello

Suffix:

Marijuana Establishment Name: GreenCare Collective, LLC

Business Type: Other

Marijuana Establishment City: Millbury

Marijuana Establishment State: MA

Individual 18

First Name: Charles

Last Name: Smith

Suffix:

Marijuana Establishment Name: GreenCare Collective, LLC

Business Type: Other

Marijuana Establishment City: Millbury

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 12 Latti Farm Road

Establishment Address 2:

Establishment City: Millbury

Establishment Zip Code: 01527

Approximate square footage of the establishment: 99500

How many abutters does this property have?: 14

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	GreenCare Collective Single-page certification of host community agreement.pdf	pdf	620171a1e95b8c08888178af	02/07/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	6243637cc91bef00094ecb9d	03/29/2022
Community Outreach Meeting Documentation	COM documentation packet updated 05-16-2022.pdf	pdf	6282c0d6eb816b00085c34cb	05/16/2022

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	UPDATED Positive Impact Plan 06-07-2022 with changes	pdf	62b9c1459ff1170008211ae3	06/27/2022

ADDITIONAL INFORMATION NOTIFICATION**Notification:****INDIVIDUAL BACKGROUND INFORMATION****Individual Background Information 1****Role:** Executive / Officer**Other Role:****First Name:** Charles**Last Name:** Smith **Suffix:****RMD Association:** RMD Manager**Background Question:** no**Individual Background Information 2****Role:** Executive / Officer**Other Role:****First Name:** Christopher**Last Name:** Costello **Suffix:****RMD Association:** RMD Manager**Background Question:** no**Individual Background Information 3****Role:** Board Member**Other Role:****First Name:** Steven**Last Name:** Della Salla **Suffix:****RMD Association:** RMD Owner**Background Question:** no**Individual Background Information 4****Role:** Board Member**Other Role:****First Name:** Michael**Last Name:** Quinn **Suffix:****RMD Association:** RMD Owner**Background Question:** no**Individual Background Information 5****Role:** Other (specify)**Other Role:** Trustee**First Name:** Katie**Last Name:** O'Sullivan **Suffix:****RMD Association:** RMD Owner**Background Question:** no**Individual Background Information 6****Role:** Other (specify)**Other Role:****First Name:** John**Last Name:** Dunne **Suffix:****RMD Association:** RMD Owner**Background Question:** no**Individual Background Information 7****Role:** Other (specify)**Other Role:****First Name:** Alfred**Last Name:** Van Broekhoven **Suffix:****RMD Association:** RMD Owner**Background Question:** no

Date generated: 01/09/2023

Individual Background Information 8

Role: Other (specify) Other Role:
First Name: David Last Name: Golden Suffix:
RMD Association: RMD Owner
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:
Entity Legal Name: CoGrow Massachusetts LLC Entity DBA:
Entity Description: Holding Company
Phone: 646-276-0946 Email: michael@cogrowgroup.com
Primary Business Address 1: 465 Main Street, 16A Primary Business Address 2:
Primary Business City: New York Primary Business State: NY Principal Business Zip Code: 10044
Additional Information:

Entity Background Check Information 2

Role: Investor/Contributor Other Role:
Entity Legal Name: OCS Green Leaves LLC Entity DBA:
Entity Description: Holding Company
Phone: 212-750-1808 Email: sdellasalla1@gmail.com
Primary Business Address 1: 12 Latti Farm Road Primary Business Address 2:
Primary Business City: Millbury Primary Business State: MA Principal Business Zip Code: 01527
Additional Information:

Entity Background Check Information 3

Role: Investor/Contributor Other Role:
Entity Legal Name: The Donal O'Sullivan Children's Gifting Trust II Entity DBA:
Entity Description: Trust
Phone: 212-750-1808 Email: kosulli6@alumni.nd.edu
Primary Business Address 1: 633 34d Avenue, 17th Floor Primary Business Address 2:
Primary Business City: New York Primary Business State: NY Principal Business Zip Code: 10017
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	04-13-2022 Certificate of Good Standing Secretary of Commonwealth.pdf	pdf	6266e49c560e3c00087f56d7	04/25/2022
Department of Revenue - Certificate of Good standing	DUA Certificate 05-06-2022.pdf	pdf	62757db64d83ec000a44a28b	05/06/2022
Department of Revenue - Certificate of Good standing	DOR CoGS.pdf	pdf	62793065560e3c00088fe15f	05/09/2022
Articles of Organization	Articles of Organization 2015.pdf	pdf	628bde6d3bea2b0008c4c6e0	05/23/2022

Articles of Organization	Articles of Conversion 2020.pdf	pdf	628bde7eeb816b0008645a37	05/23/2022
Articles of Organization	Articles of Conversion 2021.pdf	pdf	628bde803bea2b0008c4c775	05/23/2022
Bylaws	Bylaws of GreenCare Collective LLC.pdf	pdf	6297c3a1eb816b00086e9ff7	06/01/2022

No documents uploaded

Massachusetts Business Identification Number: 001545336

Doing-Business-As Name: Plant

DBA Registration City: Millbury

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GCC Business Plan for adult-use application 04-18-2022.pdf	pdf	625d7b2a5e5622000825bd6c	04/18/2022
Proposed Timeline	Updated Proposed Timeline - Adult-use application.pdf	pdf	629796bbeb816b00086e07fd	06/01/2022
Plan for Liability Insurance	Plan to Obtain Liability Insurance (1).pdf	pdf	62979794eb816b00086e0a21	06/01/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS - Adult-use Retail.pdf	pdf	62053e538dbcc3090663f1ed	02/10/2022
Separating recreational from medical operations, if applicable	SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS - Adult-use retail.pdf	pdf	62053e5d5099080851f399fb	02/10/2022
Prevention of diversion	PREVENTION OF DIVERSION - Adult use application.pdf	pdf	62053e725099080851f399ff	02/10/2022
Storage of marijuana	STORAGE OF MARIJUANA - Adult-use Retail.pdf	pdf	62053e7f25efbc0893013665	02/10/2022
Transportation of marijuana	TRANSPORTATION OF MARIJUANA - Adult-use retail.pdf	pdf	62053e9adc96b108e551bbcd	02/10/2022
Inventory procedures	INVENTORY PROCEDURES - Adult-use retail.pdf	pdf	62053ecca828d708f051356b	02/10/2022
Security plan	SECURITY PLAN - Adult-use retail (1).pdf	pdf	625054195e562200081b0926	04/08/2022
Dispensing procedures	DISPENSING PROCEDURES - Adult-use Retail.pdf	pdf	625065db3eefeb000a26493f	04/08/2022
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS - Adult-use retail.pdf	pdf	6250664b5e562200081b4b04	04/08/2022
Record Keeping procedures	RECORD KEEPING PROCEDURES - Adult-use Retail (2).pdf	pdf	625067835e562200081b53e6	04/08/2022

Maintaining of financial records	MAINTAINING OF FINANCIAL RECORDS - Adult-use retail.pdf	pdf	625067f25e562200081b57ba	04/08/2022
Qualifications and training	QUALIFICATIONS AND TRAINING - Adult-use Retail.pdf	pdf	62506ae33eefeb000a266860	04/08/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6267e7cd560e3c00088028ef	04/26/2022
Quality control and testing	UPDATED QUALITY CONTROL & TESTING - Adult-use Retail.pdf	pdf	628bcfbd3bea2b0008c4966f	05/23/2022
Restricting Access to age 21 and older	UPDATED - RESTRICTING ACCESS TO AGE 21 OR OLDER - Adult use Retail - Copy (1).pdf	pdf	628bcff73bea2b0008c497b7	05/23/2022
Diversity plan	UPDATED Diversity Plan with changes 08-05-2022.pdf	pdf	62f11b4fb027db0009522933	08/08/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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: 9:00 AM Monday To: 8:00 PM

Tuesday From: 9:00 AM Tuesday To: 8:00 PM

Date generated: 01/09/2023

Page: 10 of 11

Wednesday From: 9:00 AM Wednesday To: 8:00 PM

Thursday From: 9:00 AM Thursday To: 8:00 PM

Friday From: 9:00 AM Friday To: 8:00 PM

Saturday From: 9:00 AM Saturday To: 8:00 PM

Sunday From: 10:00 AM Sunday To: 6:00 PM

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:

GreenCare Collective LLC

2. Name of applicant's authorized representative:

Charles Smith

3. Signature of applicant's authorized representative:

Charles Smith

4. Name of municipality:

Town of Millbury

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

SEAN HENDRICKS



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



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



8. Host community agreement execution date:





PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

GreenCare Collective, LLC (“GCC” or “the Company”) has been, and will continue to be, compliant with local codes, ordinances, and bylaws for its facility located at 12 Latti Farm Road, Millbury, MA 01527. GCC has identified, and is in compliance with, all local requirements for the sale of adult- or medical-use of marijuana.

The following steps have been taken with the Town of Millbury municipal departments and/or officials regarding local rules and permitting requirements:

On 09-13-2019, The Town of Millbury voted to grant GCC a Special Permit for a Recreational and Medical Marijuana Establishment under Article 5, Section 52 of the Millbury Zoning Bylaws. A site plan was approved under Article I, Section 12.4 of the Millbury Zoning Bylaw.

At that time, the Planning Board, based upon its review of the projected development impacts and the proposed methods of mitigating such impacts, found as follows:

- GCC minimized through design any adverse impacts on abutters and other parties in interest;
- GCC demonstrated that it will meet all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations;
- GCC adequately addressed issues of site layout, security, ventilation, vehicular and pedestrian traffic, circulation, parking and queuing;
- GCC satisfied all of the conditions and requirements set forth in Section 52 of the Millbury Zoning Bylaw.

On 05-27-2021, the Town of Millbury granted a Use Variance which allows GCC a Marijuana Retailer use as an accessory use at the Property with the following conditions:

1. The Marijuana Retailer use may occupy a maximum of 2,000 square feet of building space at the Property
2. The maximum hours of operation of the Marijuana Retailer use shall be:
 - Monday thru Saturday 9:00 a.m. to 8:00 p.m.
 - Sunday 9:00 a.m. to 6:00 p.m.

GCC obtained a Certificate of Occupancy for the facility on 12-1-2021.

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:

GreenCare Collective, LLC

Name of applicant's authorized representative:

Karen Lynch Calton

Signature of applicant's authorized representative:

Karen L. Calton





GREENCARE COLLECTIVE
PREMIUM CANNABIS BRANDS

November 5, 2021

Sean Hendricks, Esq.
Town Manager
Town of Millbury
Municipal Office Building
127 Elm Street
Millbury, MA 01327

Re: Request to hold a Virtual Community Outreach Meeting

Dear Mr. Hendricks:

Pursuant to Administrative Order No. 2 as amended August 30, 2021, in order to conduct a virtual Community Outreach Meeting, a Marijuana Establishment must obtain written approval from the municipality in which the establishment is located. I have attached a copy of the Order for your reference.

Please accept this letter as the formal request of GreenCare Collective, Inc. ("GCC"), to conduct the required Community Outreach Meeting via Zoom.

In addition, GCC will provide your office with written notification of the hearing, including the time and date of the hearing and instructions on how to join the hearing in advance of the scheduled meeting in compliance with the minimum notice requirements as set forth by the Massachusetts Cannabis Control Commission.

Thank you in advance for your consideration.

Sincerely,

Karen L. Calton, Esq.
Director of Compliance & Deputy General Counsel

From: [Sean Hendricks](#)
To: [Karen Calton](#)
Subject: RE: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting
Date: Friday, November 12, 2021 2:57:02 PM

Karen,

In the short-term, my email will have to suffice. The minutes from the 11/9 meeting will be available within a month or so; I will email them to you after the Board votes to approve. I'd guess they'd approve the 11/9 minutes at their December 14 meeting. I'll send them along as soon as they're available.

Thanks.
Sean

Sean Hendricks
Town Manager
Town of Millbury
127 Elm Street
Millbury, MA 01527
O): 508-865-4710
C): 508-277-0119

From: Karen Calton <Karen@gcc-brands.com>
Sent: Friday, November 12, 2021 10:05 AM
To: Sean Hendricks <SHendricks@townofmillbury.net>
Subject: RE: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting

No worries. Thank you.

Is there a location I can get the meeting minutes or some sort of "proof" that it was approved or I suppose I can just use this email as the verification – the CCC will want that so I am just trying to anticipate how to answer their inquiry.

Thank you so much! ---Karen

From: Sean Hendricks <SHendricks@townofmillbury.net>
Sent: Friday, November 12, 2021 8:59 AM
To: Karen Calton <Karen@gcc-brands.com>
Subject: RE: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting

Hi Karen,

My apologies; I'm a couple of days behind. The Board approved a virtual Community Outreach meeting for GreenCare Collective.

Take care.

Sean

Sean Hendricks
Town Manager

Town of Millbury
127 Elm Street
Millbury, MA 01527
O): 508-865-4710
C): 508-277-0119

From: Karen Calton <Karen@gcc-brands.com>

Sent: Monday, November 8, 2021 2:41 PM

To: Sean Hendricks <SHendricks@townofmillbury.net>

Subject: RE: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting

Thank you very much. ---Karen

From: Sean Hendricks <SHendricks@townofmillbury.net>

Sent: Monday, November 8, 2021 2:15 PM

To: Karen Calton <Karen@gcc-brands.com>

Subject: RE: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting

Thanks, Karen. I'll let the Board of Selectmen give their two cents; it's on tomorrow night's agenda. I don't anticipate any problem.

I will advise you on Wednesday morning of the Board's decision.

Thanks.

Sean

Sean Hendricks
Town Manager

Town of Millbury
127 Elm Street
Millbury, MA 01527
O): 508-865-4710
C): 508-277-0119

From: Karen Calton <Karen@gcc-brands.com>

Sent: Friday, November 5, 2021 12:05 PM

To: Sean Hendricks <SHendricks@townofmillbury.net>; Amy Fleming
<AFleming@townofmillbury.net>

Cc: Christopher Naff <CNaff@townofmillbury.net>; John Dunne (john@cogrowgroup.com)
<john@cogrowgroup.com>; Charles Smith <Charles@gcc-brands.com>

Subject: Request from GreenCare Collective, Inc. to hold a virtual Community Outreach Meeting

Mr. Hendricks,

Attached please find GreenCare Collective, Inc.'s official request for permission to hold a Community Outreach Meeting virtually.

Due to the Covid-19 pandemic the Massachusetts Cannabis Control Commission has allowed Marijuana Establishment's to hold the required meeting virtually, as long as we obtain written permission from the municipality.

I appreciate your attention to this matter and look forward to hearing back from you on this issue.

Best,

Karen

Karen Calton
Director of Compliance & Deputy General Counsel
GreenCare Collective, Inc.
12 Latti Farm Road
Millbury, MA 02157
karen@gcc-brands.com

**TOWN OF MILLBURY
BOARD OF SELECTMEN MINUTES**

Zoom Meeting ID: 836 0502 9531

November 9, 2021

6 PM

Present: Mary Krumsiek, Scott Despres, Chris Naff, David Delaney , Sean Hendricks, Katie McKenna, Police Chief Lewos, Jennifer Barrett

Remote: Ipad, cbillington, Fran Ipad, Stephanie Philips Richter, Tina Brady, Amy Riordan, Nicole Dinapoli, mtrottier

Regular Session 6 PM

Pledge of Allegiance

Plaques for Retired Employees- Senator Moore and Representative Frost

Rich Hamilton has worked for 43 years for the Millbury Fire Department and decided to retire from the position of Fire Chief. Senator Moore acknowledged all the sacrifices made by all firefighters and the commitment Rich has shown to the Town. Representative Frost also expressed his respect for Fire Chief Hamilton.

5 minute recess

Quarterly Update- Police Chief Lewos

The motorcycle has been a great addition. Chairman Krumsiek asked about the plans going forward. Chief Lewos stated that he talked with the Town Manager about how promotions and hiring will be dealt with. Chief Lewos stated that they would like to create more ways for hiring. Selectman Despres appreciated the reports after the department meetings. He also acknowledged the collaboration with Grafton and Sutton. He would like to see the Summer Camp Youth police program come back. Chairman Krumsiek thanked the Carpenters Training Program for their amazing work and Lt. McFaul for his work. Sean Hendricks stated that the next annual review for Chief Lewos will be in January. The Board and the Town Manager stated that quarterly meetings were good.

Financial Update-Jennifer Barrett, Finance Director

Jennifer stated that when she started 6 months ago, she evaluated all the accounts. She looked at the accounting software used by the departments. They had to ultimately change account structures and implemented the new system on July 1st . They signed a 3 year contract with the new software company in which the prices will stay the same. She stated that they cleaned out and closed old accounts which included grants, gifts, escrow etc. The tax rate is almost done and may be reduced. Selectman Naff added that assessing needs to be sharpened. Jennifer replied that would be discussed at the classification hearing. The FEMA application got approved and another application is also being submitted. The CARES was also approved and they will be

RECEIVED
TOWN CLERK
2021 DEC 17 AM 10:24
MILLBURY, MASS.

TOWN OF MILLBURY BOARD OF SELECTMEN MINUTES

moving on to the ARPA funds now. Selectman Despres asked how does closed accounts get missed to the point where there is so much money just sitting in the account. Jennifer replied that it was a mix of neglect and small accounts that has caused this. The next big hurdle would be to start on the FY23 budget and policies that need to be written. Jennifer then went over all the departments Revenue and Expenditure Reports.

Selectman McKenna left the meeting

Approval of Order of Taking of McCracken Rd TIP Project Easements

Sean Hendricks stated that all the parcels have been appraised and the owners have been notified. Most of the easements are temporary. All the homeowners were sent a letter back in 2019, the Board is approving of the order of taking. If home owners have any questions, they can call the Town Managers office. After the Board, approves the order of taking, home owners will receive a letter stating when they can come collect their money. There are some more county easements so they will also need to be approved from the Board. Sean mentioned that there is a grading and widening of the road which are the main focus. If any of the home owners have questions about the appraisal, they can review the appraisal and see how much they are getting per square foot. He is happy to walk the property and answer any questions.

Motion to suspend the rules to hear what the people present have to say by Selectman Despres, 2nd by Selectman Naff and on roll call vote with Selectman Despres, Selectman Naff, Selectman Delaney and Selectman Krumsiek, all in favor, the following vote was approved 4-0.

Gary Glover of 11 McCracken Rd stated that he submitted paperwork to talk to the Town Manager about the appraisal but didn't hear back. He stated it is unclear as to how much or what property the town is taking and it shouldn't be determined tonight whether the Board should approve the plans.

Sean Hendricks replied that this is a state project so MassDOT runs it. He agrees with the lack of plot plans, but he can do site visits with the engineer. He is trying his best to work with all the questions and is willing to stand up for the townsfolks Sean stated that he will get information on temporary easements and find out how much legal authority the Town will have. He stated that the taking will happen tonight and people will know exactly as to what will happen to their property before construction takes place. Selectman Naff talked about how the project has been going on for years and that he was against it at first, but the project will reduce dangers on that intersection therefore he wants it to go forward. The state is covering 80-90% of the project cost, but because of that the Town doesn't have much control over the project.

Fran Desimone of 1 Weldon Drive stated that Gary's business and other home owners need a bond from the state or a way to make sure that not a lot of damage is being done. Gary stated that widening of the road will increase the traffic therefore the McCracken Rd bridge should have no right turn entrance lane to the mall at all.

**TOWN OF MILLBURY
BOARD OF SELECTMEN MINUTES**

Motion to approve the Order of Taking of McCracken Rd Tip Project Easements by Selectman Naff, 2nd by Selectman Despres and on roll call vote with Selectman Despres, Selectman Naff and Selectman Krumsiek, all in favor, Selectman Delaney opposed the following vote was passed 3-1.

Extend hours for pouring establishments on November 24, 2021 to 2:00 am- Thanksgiving Eve

Motion to extend hours for pouring establishments on November 24, 2021 to 2:00 am- Thanksgiving Eve by Selectman Naff, 2nd by Selectman Delaney and on roll call vote with Selectman Delaney, Selectman Naff and Selectman Krumsiek, all in favor, Selectman Despres opposed, the following vote was passed 3-1.

Reappointment of Christine Brady to the Library Board of Trustees

Motion to reappoint Christine Brady to the Library Board of Trustees by Selectman Despres, 2nd by Selectman Delaney and on roll call vote with Selectman Despres, Selectman Naff, Selectman Delaney and Selectman Krumsiek, all in favor, the following vote was approved 4-0.

Approval of virtual public outreach meeting associated with Greencare, Inc retail cannabis facility

Motion to approve the virtual public outreach meeting associated with Greencare, Inc retail cannabis facility by Selectman Naff, 2nd by Selectman Despres and on roll call vote with Selectman Despres, Selectman Naff, Selectman Delaney and Selectman Krumsiek, all in favor, the following vote was approved 4-0.

Management Update

***See Attached**

Selectman Delaney asked whether Sean formed the committee to discuss ARPA fund projects. He replied that he got individual feedback instead, he talked with Selectman Naff and developers about the designs. Most of it will be put towards parks and schools. Selectman Delaney mentioned that DPW was having issues with a resident on High St to which Sean stated that Keith met with the resident and tried to resolve the issue. Chairman Krumsiek stated Harris Ave was closed and asked if the Police has the authority to close it. Sean replied that they do but they don't have the equipment to block it. They ask DPW to close the road usually.

Review and Approve Previous Minutes

Motion to approve the Minutes of September 28, 2021 by Selectman Naff, 2nd by Selectman Delaney and on a roll call with Selectman Krumsiek, Selectman Despres, Selectman Delaney, and Selectman Naff, all in favor, the following vote was 4-0

TOWN OF MILLBURY
BOARD OF SELECTMEN MINUTES

Dates to Remember

11/11 2pm Millbury Historical Society Veterans Day Program
11/19 Millbury First Congregational Church's 29th annual turkey raffle
11/13 Food Drive

On a good note

Katie McCullen is world champion again!

Millbury High School Girls Soccer team won the state semi final 3-0!

Mail

Motion to accept \$650 donation for the Millbury beautification initiative by Selectman Despres, 2nd Selectman Naff and on a roll call with Selectman Krumsiek, Selectman Despres, Selectman Delaney and Selectman Naff, all in favor, the following vote was 4-0

8:27 PM Adjourn Meeting

Motion to adjourn the meeting by Selectman Naff, 2nd by Selectman Despres. Motion carried unanimously.

Respectfully submitted,

Amy Fleming, Secretary

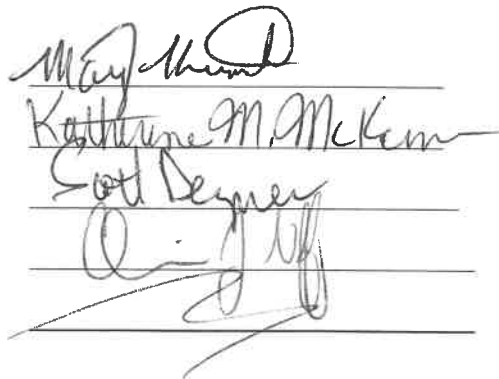
Mary Krumsiek

Katie McKenna

Scott Despres

Chris Naff

David Delaney





TOWN OF MILLBURY

Office of the Town Manager

MUNICIPAL OFFICE BUILDING • 127 ELM STREET • MILLBURY, MA 01527 • TEL. 508/865-4710 • FAX 508/865-0843

EMAIL: townmanager@townofmillbury.net

MANAGEMENT UPDATE

To: Board of Selectmen
Municipal Staff

From:


Sean Hendricks

Date: November 9, 2021

Town departments are closed on Thursday, November 11, as we observe Veterans Day

Updates:

- **McCracken Rd TIP:** While the primary taking of necessary easements will be accomplished tonight, there will be another round of takings, as we have learned that there are some county easements in place that we need to deal with. Following the taking tonight, DoT will be in a position to begin putting the bid documents together. We are optimistic that work on the project may commence in spring 2022.
- **ARPA:** Department heads have submitted some requests/suggestions for the use of ARPA funds. Last week, we met with reps from DoT, Aquarion Water, and the Sewer Commission to discuss the feasibility of getting utilities down 146 to a couple of undeveloped parcels that have remained so largely due to the lack of utilities. Such a project will almost certainly cost at least \$20M, but we plan to use ARPA funds to pay for a design of such a plan. This will enable us to present something tangible to prospective development partners and/or to state/federal agencies that may provide funding. DoT has some concerns about the project, but we believe that we can come up with a design plan that will meet with DoT approval.
- **Fire HQ:** CHA Consulting, Inc. was chosen as the OPM for the proposed Fire HQ project. In the coming weeks, we expect to negotiate a service agreement, and the project will be driven forward under CHA's supervision.
- **CDBG:** Lenard Engineering will be awarded the design contract for the Maple/Pearl Street housing project.
- **Flu clinic:** BoH staff and nurse Cheryl Rawinski conducted a successful flu clinic at the Senior Center in October. Thanks to Judy Bater and Sam Roban for their help with the clinic.
- **Armory Village Phase II:** We can publicly report that the Town is the recipient of a \$1,147,000 MassWorks Infrastructure grant. While we are still awaiting word on a couple of other grants, the Massworks grant makes the project nearly fully funded. Congrats to Laurie and her team for a successful grant submission.
- **Woolie World:** Keith Caruso and I have started discussing a division of labor that will enable us to come up with a plan for improvements to the park. I will be meeting with Millbury Little League folks in the hopes that they can get a couple of additional quotes for the work to the baseball field itself. Town personnel will stake out a proposed parking area for paving. Our hope is that we can get costs in place and gain ConComm approval over the winter, which will enable us to begin clearing the trees for

the parking area and perhaps get that completed in spring/summer 2022. We will try to program the field work for fall of 2022, after the baseball season concludes. We plan to use ARPA funds for this project that we estimate will cost \$100,000+/-.

- **Chain of Lights:** The planning of this event continues. Millbury Public Library and the Asa Waters Mansion will participate in the event. Senior Center staff will help at the library, and we've arranged for the MHS band to play in front of the library, as well.
- **Employee recognition/holiday luncheon:** On Thursday, December 9, Town buildings will close early so that I/we can conduct our first annual luncheon. The luncheon will be held at the VFW, and the food will be catered by Calabria Restaurant. Thanks to John Direnzo for offering us very friendly rates for the food, since this event will be privately funded. Employees will be recognized for their service to the Town, and the event will enable all Town staff to gather together, which is something that rarely happens.
- **DPW:** Highway staff continue to respond to areas around Town that are having drainage issues due to the tremendous amount of rain we've seen. Keith Caruso and I have made several site visits, and we are attempting to help folks however we can. We are rushing to the end of paving and mowing season, and the staff is keeping the Town looking great.
- **Upper Common:** Work on the walkway between the upper common and the municipal parking lot commenced; we are hopeful the work will be largely complete for the Chain of Lights. We have come to an agreement with the subcontractor that was unable to complete the electrical work on the upper common. The Town will hire its own electrician to complete the work, and the cost will be deducted from our final payment to the contractor. Thanks to Laurie Connors for her perseverance in this matter.
- **Personnel:**
 - Public Access Assistant- reposted August 27th
 - Assistant Town Accountant- interviews ongoing
 - Part time General Clerk in the Board of Health- new employee to start on 12/6
 - Public Safety Dispatcher- position will be reposted
 - Council on Aging General Clerk-position will be reposted
 - Property Lister- new employee to start on 11/15
 - Clerical and Dispatcher negotiations have concluded—will go to BoS in the coming weeks
 - Personnel policies and handbook—final revisions being done. Will present to BoS when complete

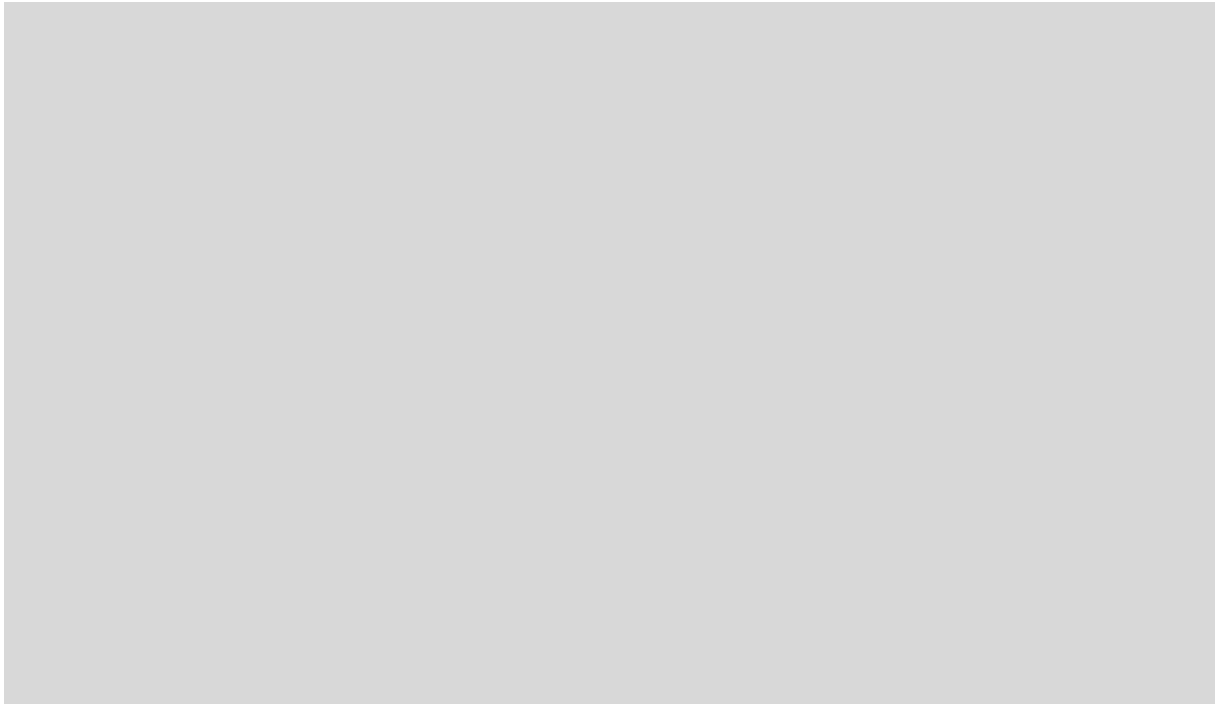
As always, Town staff is here to help/answer any questions.

Be well.
SH

Link to Community Outreach Meeting

<https://youtu.be/7-CbRMk2HeQ>

[GreenCare Collective Millbury MA Community Outreach Meeting 02-08-2022](#)



Total number of attendees at Community Outreach Meeting: 7



January 21, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Retail Marijuana Establishment is scheduled for Tuesday, February 8, 2022 at 6:00 p.m. The meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/92806708484?pwd=ZlhHVnhjbTV5V1lRK2JTOUZzL1FOZz09>

Meeting ID: 928 0670 8484

Passcode: 822649

Or via Dial-In: (646) 876-9923 and Enter Meeting ID and passcode

The proposed Adult-Use Marijuana Retail Establishment is anticipated to be located at 12 Latti Farm Road, Millbury, MA 01257.

There will be an opportunity for the public to ask questions.

Sincerely,

A handwritten signature in blue ink that reads 'Karen L. Calton'.

Karen Lynch Calton

Director of Compliance & Deputy General Counsel
GreenCare Collective, LLC

ABUTTERS LIST 500FT: MAP-14 LOT-27: 12 LATTI FARM RD: OWNER-O C S MILLBURY LLC

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Sean Hendricks	Town Manager - Town of Millbury	127 Elm Street	Millbury	MA	01527
Richard F. Gosselin, Jr.	Chairman, Planning Board	127 Elm Street	Millbury	MA	01527
Laurie Connors	Director, Planning & Development	127 Elm Street	Millbury	MA	01527



January 21, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Retail Marijuana Establishment is scheduled for Tuesday, February 8, 2022 at 6:00 p.m. The meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/92806708484?pwd=ZlhHVnhjbTV5V1lRK2JTOUZzL1FOZz09>

Meeting ID: 928 0670 8484

Passcode: 822649

Or via Dial-In: (646) 876-9923 and Enter Meeting ID and passcode

The proposed Adult-Use Marijuana Retail Establishment is anticipated to be located at 12 Latti Farm Road, Millbury, MA 01257.

There will be an opportunity for the public to ask questions.

Sincerely,



Karen Lynch Calton

Director of Compliance & Deputy General Counsel
GreenCare Collective, LLC

ABUTTERS LIST 500FT: MAP-14 LOT-27: 12 LATTI FARM RD: OWNER-O C S MILLBURY LLC

<u>Map Par ID</u>	<u>Owner</u>	<u>Owner Address</u>	<u>Owner City</u>	<u>Owner State</u>	<u>Owner Zip</u>	<u>Address</u>
14_24			FRANKLIN	MA	O2038	6 LATTI FARM RD
14_25			BETHLEHEM	PA	18017	8 LATTI FARM RD
14_26			BRAINTREE	MA	O2185	10 LATTI FARM RD
14_31			WORCESTER	MA	O1604	5-7-9 LATTI FARM RD
15_1			WALTHAM	MA	O2451	BEHIND MASS TNPK
21_14A			MILLBURY	MA	O1527	AMARYLLIS DR
21_27			MILLBURY	MA	O1527	PARK HILL AVE
21_46			MILLBURY	MA	O1527	1 AMARYLLIS DR
21_47			MILLBURY	MA	O1527	3 AMARYLLIS DR
21_51			MILLBURY	MA	O1527	6 AMARYLLIS DR
21_52			MILLBURY	MA	O1527	4 AMARYLLIS DR
21_53			MILLBURY	MA	O1527	7 PRIMROSE LN
21_54			MILLBURY	MA	O1527	10 PRIMROSE LN
21_55			MILLBURY	MA	O1527	8 PRIMROSE LN
21_56			MILLBURY	MA	O1527	6 PRIMROSE LN
21_57			MILLBURY	MA	O1527	4 PRIMROSE LN



Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.													
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1.		[Redacted] MILLBURY MA 01527															
2.		[Redacted] MILLBURY MA 01527															
3.		[Redacted] MILLBURY MA 01527															
4.		[Redacted] MILLBURY MA 01527															
5.		[Redacted] MILLBURY MA 01527															
6.		[Redacted] MILLBURY MA 01527															
7.		[Redacted] MILLBURY MA 01527															
8.		[Redacted] MILLBURY MA 01527															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office															



Firm Mailing Book For Accountable Mail

Name and Address of Sender

Check type of mail or service

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

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
---------	---------------------	-----------------	----------------------------	---------------	-------------------	---------	----------	--------	--------	--------	----------	--------

1. Richard F. Gosselin, Jr.
Chairman, Planning Board
Town of Millbury
127 Elm Street
Millbury MA 01527

2. Laurie Connors
Director, Planning & Development
Town of Millbury
127 Elm Street
Millbury MA 01527

4. Sean Hendricks
Town Manager - Town of Millbury
127 Elm Street
Millbury, MA 01527

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

Plan to Impact Areas of Disproportionate Impact

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, GreenCare Collective, LLC ("GreenCare" or "the Company") has created the following Plan.

GreenCare's Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Plan is focused on the following groups:

1. Past or present residents of ADIs as defined by the Commission
2. Commission-designated Certified Economic Empowerment priority recipients
3. Commission-designated Social Equity Program participants
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

The goal of our Plan is to promote practices that seek to repair the negative impacts of disproportionate enforcement of laws upon ADIs. This goal has two components, both having a positive impact on all members of the impacted communities while also helping to reduce barriers to entry into the cannabis industry for certain individuals.

GreenCare will use qualitative and quantitative measurement metrics in measuring the results of its programs. Upon renewal, we will demonstrate that the identified programs in the plan led to measurable success of our goals. Our metrics have an identified data source and method for tracking the data.

Goal #1 - Provide Internship Opportunities to disproportionately impacted individuals, specifically:

1. Past or present residents of Spencer
2. Past or present residents of the following Designated Worcester Census Tracts: 7302, 7305, 7310.02, 7312.03, 7312.04, 7313, 7314, 7315, 7317, 7318, 7323.02, 7324, 7327 and 7330
3. Certified Economic Empowerment priority recipients
4. Social Equity Program participants
5. Massachusetts residents who have past drug convictions; and/or
6. Massachusetts residents with parents or spouses who have drug convictions.

Program

GCC will provide two (2) Internships with our company to young adults (over 21) from the above-mentioned groups. GreenCare will recruit candidates for a 3-month paid Internship. The purpose of this Internship is to teach individuals about the cannabis industry and to work with them on developing policies and practices to better support and hire persons from the above-mentioned groups and give them

an opportunity to work in the cannabis industry. Candidates will be recruited via social media platforms, specifically: Facebook, LinkedIn and Instagram.

Measurement and Accountability

GCC will identify the number of individuals that were provided an internship with GreenCare and will ensure that at least 2 of those were individuals that currently fall within one of the above-mentioned groups. GreenCare will be able to measure the results of the internship goal by showing, via personnel records, the actual hiring of interns who are members of the target groups.

Goal #2 - Provide Tours for Individuals in the Social Equity Program and/or Certified Economic Empowerment Priority recipients

Program

GreenCare will provide tours of our Cultivation, Product Manufacturing and Dispensing facility to a minimum of five (5) members of the Social Equity and/or Certified Economic Empowerment Priority recipients.

Measurement and Accountability

GreenCare will measure the results of the program by documenting the number of tours that the Company has provided over the course of the year.

Disclosures

GreenCare acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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.

GreenCare expressly understands that the progress or success of this plan is required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 501.103 and 935 CMR 500.103.



William Francis Galvin
Secretary of the
Commonwealth

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

April 13, 2022

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

GREENCARE COLLECTIVE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 19, 2021.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
CHRISTOPHER COSTELLO, CHARLES SMITH, STEVEN DELLASALLA, MICHAEL QUIN

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER COSTELLO, CHARLES SMITH, STEVEN DELLASALLA, MICHAEL QUIN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTOPHER COSTELLO, CHARLES SMITH**

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



393304421

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Greencare Therapeutics
12 LATI FARM RD
MILLBURY, MA 01527-2131

EAN: 22208752
May 06, 2022

Certificate Id:58890

The Department of Unemployment Assistance certifies that as of 5/6/2022 ,Greencare Therapeutics is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

mass.gov/dor

Letter ID: L1466467776
Notice Date: May 6, 2022
Case ID: 0-001-510-407



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENCARE COLLECTIVE LLC.
12 LATTI FARM ROAD
MILLBURY MA 01527

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREENCARE COLLECTIVE LLC. 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
William Francis Galvin

Minimum Fee: \$35.00

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 180)

Identification Number: 001191342

ARTICLE I

The exact name of the corporation is:

GREENCARE THERAPEUTICS, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED AND AT ALL TIMES SHALL BE OPERATED EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, RELIGIOUS, LITERARY OR EDUCATIONAL PURPOSES.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

SET FORTH IN THE BY-LAWS OF THE CORPORATION.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

1. THE CORPORATION SHALL HAVE, IN FURTHERANCE OF ITS CORPORATE PURPOSES, ALL OF THE POWERS SPECIFIED IN SECTION 6 OF CHAPTER 180 AND IN SECTIONS 9, 9A AND 9B OF CHAPTER 156B OF THE MASSACHUSETTS GENERAL LAWS (EXCEPT THOSE PROVIDED IN PARAGRAPH (M) OF SAID SECTION 9) AS NOW IN FORCE OR AS HEREAFTER AMENDED, AND MAY CARRY ON ANY OPERATION OR ACTIVITY REFERRED TO IN ARTICLE 2 OF THE ARTICLES OF ORGANIZATION TO THE SAME EXTENT AS MIGHT AN INDIVIDUAL, EITHER ALONE OR IN A JOINT VENTURE OR OTHER ARRANGEMENT WITH OTHERS, OR THROUGH A WHOLLY OR PARTIALLY OWNED OR CONTROLLED CORPORATION; PROVIDED, HOWEVER, THAT NO SUCH POWER SHALL BE EXERCISED IN A MANNER INCONSISTENT WITH SAID CHAPTER 180 OR ANY OTHER CHAPTER OF THE MASSACHUSETTS GENERAL LAWS. 2. NO PERSONAL LIABILITY. A. THE DIRECTORS AND OFFICERS OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBT, LIABILITY OR OBLIGATION OF THE CORPORATION. ALL PERSONS, CORPORATIONS, OR OTHER ENTITIES EXTENDING CREDIT TO, CONTRACTING WITH OR HAVING ANY CLAIM AGAINST, THE CORPORATION MAY LOOK ONLY TO THE FUN

DS AND PROPERTY OF THE CORPORATION FOR THE PAYMENT OF ANY SUCH CONTRACT OR CLAIM OR FOR THE PAYMENT OF ANY DEBT, DAMAGES, JUDGMENT OR DECREE, OR OF ANY MONEY THAT MAY OTHER WISE BECOME DUE OR PAYABLE TO THEM FROM THE CORPORATION. B. THE OFFICERS AND DIRECTORS OF THE CORPORATION SHALL HAVE NO PERSONAL LIABILITY TO IT OR ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOT WITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, SUCH PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR A) FOR ANY BREACH OF THE OFFICER’S OR DIRECTOR’S DUTY OF LOYALTY TO THE CORPORATION, B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR C) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 3. REFERENCES. ALL REFERENCES HEREIN: (I) TO THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR ANY CHAPTER THEREOF, SHALL BE DEEMED TO REFER TO SAID GENERAL LAWS OR CHAPTER AS NOW IN FORCE OR HEREAFTER AMENDED; AND (II) TO PARTICULAR SECTIONS OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE DEEMED TO REFER TO THE SIMILAR OR SUCCESSOR PROVISIONS HEREAFTER ADOPTED. 4. THE BY-LAWS MAY BE AMENDED IN WHOLE OR IN PART PURSUANT TO THE PROCEDURES SET FORTH IN THE BY-LAWS.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

09/29/2015

ARTICLE VII

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

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

No. and Street: 225 WATER STREET UNIT B115
City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	BRIAN P HURLEY	98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA 98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA	Until Succeeded
TREASURER	MARC SCHULZE	530 ATLANTIC AVE. #309 BOSTON, MA 02110 USA 530 ATLANTIC AVE. #309	Until Succeeded

		BOSTON, MA 02110 USA	
CEO	BRIAN P HURLEY	98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA 98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA	Until Succeeded
CFO	MARC SCHULZE	530 ATLANTIC AVE. #309 BOSTON, MA 02110 USA 530 ATLANTIC AVE. #309 BOSTON, MA 02110 USA	Until Succeeded
COO	JAMES NELSON JR.	339 OLD COLONY RD NORTON, MA 02766 USA 339 OLD COLONY RD NORTON, MA 02766 USA	Until Succeeded
CLERK	JAMES NELSON JR.	339 OLD COLONY RD NORTON, MA 02766 USA 339 OLD COLONY RD NORTON, MA 02766 USA	Until Succeeded
DIRECTOR	JAMES NELSON JR.	339 OLD COLONY RD NORTON, MA 02766 USA 339 OLD COLONY RD NORTON, MA 02766 USA	Until Succeeded
DIRECTOR	JERONIMO ALMEIDA	15 WAITE CT. MALDEN, MA 02148 USA 15 WAITE CT. MALDEN, MA 02148 USA	Until Succeeded
DIRECTOR	ENRIQUE SPERLING	10 SUMMER ST. CANTON, MA 02021 USA 10 SUMMER ST. CANTON, MA 02021 USA	Until Succeeded
DIRECTOR	MARC SCHULZE	530 ATLANTIC AVE. #309 BOSTON, MA 02110 USA 530 ATLANTIC AVE. #309 BOSTON, MA 02110 USA	Until Succeeded
DIRECTOR	BRIAN P HURLEY	98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA 98 BAY FARM DRIVE PLYMOUTH, MA 02360 USA	Until Succeeded

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name:

No. and Street:

City or Town:

State:

Zip:

Country:

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 29 Day of September, 2015. (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.)

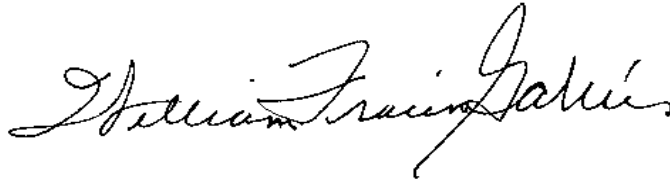
BRIAN HURLEY 98 BAY FARM DRIVE PLYMOUTH, MA 02360

© 2001 - 2015 Commonwealth of Massachusetts
All Rights Reserved

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:

September 29, 2015 11:10 AM

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

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

COMMONWEALTH OF MASSACHUSETTS

Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MISC

Greencare Therapeutics, Inc., which has submitted the
Articles of Entity Conversion, is licensed and approved to
engage in the purposes stated on said document.

Shawn Collins

Shawn Collins
Executive Director
Cannabis Control Commission

- (1) Exact name of the non-profit: Greencare Therapeutics, Inc.

REVIEWED

By Shawn Collins at 1:03 pm, Sep 08, 2020

- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

Greencare Therapeutics, Inc. Collective, Inc.

*PL
per phone*

- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Greencare Collective, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

The Corporation is organized to obtain a final license from the Cannabis Control Commission as a Medical Marijuana Treatment Center.

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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Class A	8650			
Class B	1350			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

The difference between the two classes of Common Stock is that Class A is voting and Class B is non-voting.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

ARTICLE VI

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

See attached addendum

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

ADDENDUM TO
ARTICLES OF ENTITY CONVERSION
OF
GREENCARE COLLECTIVE, INC.

ARTICLE VI

1. Authority of directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization.
2. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
3. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the Massachusetts General Laws, or (d) for any transaction from which the director derived an improper personal benefit.
4. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the Massachusetts General Laws.
5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the Massachusetts General Laws to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.
6. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the Massachusetts General Laws, the Articles of Organization or the bylaws requires action by the shareholders.
7. Indemnification.

- a. Definitions. For purposes of this provision
- i. A "Director" or "Officer" means any person serving as a director of the Corporation or in any other office filled by appointment or election by the directors or the stockholders and also includes (A) a Director or Officer of the Corporation serving at the request of the Corporation as a director, officer, employee, trustee, partner or other agent of another organization, and (B) any person who formerly served as such a Director or Officer;
 - ii. "Expenses" means (A) all expenses (including attorney's fees and disbursements) actually and reasonably incurred in defense of a Proceeding, in being a witness in a Proceeding, or in successfully seeking indemnification under this provision, (B) such expenses incurred in connection with a Proceeding initiated by a Director or Officer as may be approved by the board of directors, and (C) any judgments, awards, fines or penalties paid by a Director or Officer in connection with a Proceeding or reasonable amounts paid in settlement of a Proceeding; and
 - iii. A "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any claim which could be the subject of a Proceeding.
- b. Right to Indemnification. Except as limited by law, the Corporation shall indemnify its Directors and Officers against all Expenses incurred by them in connection with any Proceedings in which they are involved as a result of their service as a Director or Officer, except that (i) no indemnification shall be provided for any Director or Officer regarding any matter as to which it shall be adjudicated or determined pursuant to paragraph (e) of this provision that he or she did not act in good faith and in the reasonable belief that his or her actions was in the best interest of the Corporation, or, with respect to a criminal matter, that he or she had reasonable cause to believe that his or her conduct was unlawful, and (ii) no indemnification shall be provided for any Director or Officer with respect to any Proceeding by or in the right of the Corporation or alleging that a Director or Officer received an improper personal benefit if he or she is adjudged liable to the Corporation in such Proceeding or, in the absence of such an adjudication, if he or she is determined to be ineligible for indemnification under the circumstances pursuant to paragraph (e) of this provision; provided however, that indemnification of Expenses incurred by a Director or Officer in connection with a Proceeding alleging that he or she received an improper personal benefit as a result of his status as such may be paid if and to the extent authorized by the board of directors, if the Director or Officer is successful on the merits in the defense of such Proceeding.
- c. Settled Proceedings. If a Proceeding is compromised or settled in a manner which imposes any liability or obligation upon a Director or Officer, no indemnification shall be provided to him with respect to any Proceeding unless a court having jurisdiction determines that indemnification is reasonable and proper under the

circumstances, or if no such judicial determination has been made, a determination is made pursuant to paragraph (e) of this provision on the basis of circumstances known at the time of such determination (without further investigation) that said Director or Officer is ineligible for indemnification.

- d. Advanced Payments. Except as limited by law, Expenses incurred by a Director or Officer in defending any Proceeding, including a Proceeding by or in the right of the Corporation, shall be paid by the Corporation to said Director or Officer in advance of final disposition of the Proceeding upon receipt of his written undertaking to repay such amount if he or she is determined pursuant to paragraph (e) of this provision or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of such person to make repayment; provided, however, that no such advance payment of Expense shall be made if it is determined pursuant to paragraph (e) of this provision on the basis of the circumstances known at the time of such advance (and without further investigation) that said Director or Officer is ineligible for indemnification.
- e. Determination; Payments. The determination of whether a Director or Officer is eligible or ineligible for indemnification under the provision shall be made in each instance by (i) a majority of the Directors or a committee thereof composed of Directors who are not parties to the Proceedings in question, (ii) independent legal counsel appointed by a majority of such Directors, or if there are none, by a majority of the Directors in office, or (iii) a majority vote of the stockholders who are not parties to the Proceeding in question. Notwithstanding the foregoing, a court having jurisdiction (which need not be the court in which the Proceeding in question was brought) may grant or deny indemnification in each instance under the provisions of law and this provision. The Corporation shall be obliged to pay indemnification applied for by a Director or Officer unless there is an adverse determination (as provided above) within 45 days after the application. If indemnification is denied, the applicant may seek an independent determination of his or her right to indemnification by a court, and in such event the Corporation shall have the burden of proving that the applicant was ineligible for indemnification under these provisions.
- f. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent, employee, Director or Officer against any liability or cost incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability or cost.
- g. Responsibility With Respect to Employee Benefit Plan. If the Corporation or any of Directors or Officers sponsors or undertakes any responsibility as a fiduciary with respect to an employee benefit plan, then for purposes of indemnification of such persons under this provision (i) a "Director" or "Officer" shall be deemed to include any Director or Officer of the Corporation who serves at its request in any capacity with respect to said plan, (ii) such Director or Officer shall not be

deemed to have failed to act in good faith in the reasonable belief that his or her action was in the best interests of the Corporation if he or she acted in good faith in the reasonable belief that his or her action was in the best interest of the participants or beneficiaries of said plan, and (iii) "Expenses" shall be deemed to include any taxes or penalties imposed on such director or Officer with respect to said Plan under applicable law.

- h. Heirs and Personal Representatives. The indemnification provided by this provision shall inure to the benefit of the heirs and personal representatives of a Director or Officer.
- i. Non-Exclusivity. This provision shall not be construed to limit the power of the Corporation to indemnify its Directors or Officers to the full extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. In addition, the Corporation shall have the power to indemnify any of its agents or employees who are not Directors or Officers on any terms not prohibited by law which it deems to be appropriate. The absence of any express provisions for indemnification herein shall not limit any right of indemnification existing independently of this provision.
- j. Amendment. This provision may be amended or repealed by the stockholders; however, no amendment or repeal of this provision or any part hereof which adversely affects the rights of a Director or Officer under this provision with respect to his or her acts or omissions at any time prior to such amendment or repeal shall apply to him or her without his consent.

ARTICLE VII

The effective date of organization of the corporation is the date 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:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
70 Fargo Street Suite 906 Boston, MA 02210
- b. The name of its initial registered agent at its registered office:
Marc Schulze
- c. The names and 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):

President: **Christopher Costello**

Treasurer: **Charles Smith**

Secretary: **Charles Smith**

Director(s): **Christopher Costello, Charles Smith**

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Obtaining a final license as a medical marijuana treatment center
- f. The street address of the principal office of the corporation:
12 Latti Farm Road Millbury, MA 01527
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

12 Latti Farm Road Millbury, MA 01527

(number, street, city or town, state, zip code)

, which is

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: **Marc D. Schulze Esq**
Marc D. Schulze Esq (Aug 17, 2020 13:46 EDT)

(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☐ President,
- ☒ Other officer,
- ☐ Court-appointed fiduciary,

on this **Seventeenth** day of **August**, **2020**

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional or
Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 475 having been paid, said articles are deemed to have been filed with me this 29 day of September, 20 20, at 2:53 a.m. (p.m.)
time

Effective date: _____
(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

JL
Examiner

Name approval

C

M

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION

Contact Information:

Charles Smith

Greencare Collective

70 Fargo Street Suite 906 Boston, MA 02210

Telephone: 7814051771

Email: charles@greencarecollective.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

CORPORATIONS DIVISION

2020 SEP 29 PM 2:53

SECRETARY OF THE
COMMONWEALTH

10555501

**D
PC**

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

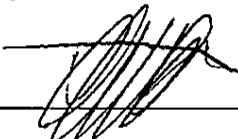
FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

- (1) Exact name of corporation prior to conversion: Greencare Collective, Inc.
- (2) Registered office address: 100 Pier 4 Blvd Unit 704 Boston, MA 02210
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:
Greencare Collective LLC
- (4) New type of entity: Limited Liability Company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: 
(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,
- ☐ President,
- ☒ Other officer,
- ☐ Court-appointed fiduciary,

on this Nineteenth day of November, 2021

6
P.C.

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: 82-1264062

- (1) The exact name of the limited liability company:

Greencare Collective LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

12 Latti Farm Road Millbury, MA 01527

- (3) The general character of the business:

Applying for licensure from the Cannabis Control Commission as a Marijuana Treatment Center (MTC).

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Christopher Costello

100 Pier 4 Blvd. #704
Boston, MA 02210

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Christopher Costello

Charles Smith

Steven DellaSalla

Michael Quinn

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

NAME

ADDRESS

Christopher Costello

Charles Smith

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

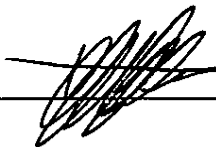
Christopher Costello

Charles Smith

- (9) Additional matters:

See Attachment Sheet

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Christopher Costello

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

CONTINUATION SHEET 9A

ARTICLE VI

Special Provisions

ONE: All corporate powers of the Limited Liability Company shall be exercised by the Board of Managers except as otherwise provided by law. The Board of Managers may consist of one or more individuals notwithstanding the number of shareholders. In furtherance and not in limitation of the powers conferred by statute, the Board of Managers is expressly authorized to make, amend or repeal the Operating Agreement of the Limited Liability Company in whole or in part, except with respect to any provision thereof which by law or the Bylaws requires action by the shareholders, and subject to the power of the shareholders to amend or repeal any Bylaw adopted by the Board of Managers.

TWO: The Limited Liability Company shall, to the extent legally permissible, indemnify each person (and his heirs, executors, administrators, or other legal representatives) who is, or shall have been, a manager or officer of the Limited Liability Company or any person who is serving, or shall have served, at the request of the Limited Liability Company as a director or officer of another corporation, against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid in compromise or settlement) reasonably incurred by any such manager, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such manager, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a manager or officer of the Limited Liability Company or such other corporation, except in relation to matters as to which any such manager, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Limited Liability Company; provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

(a) such compromise or settlement shall have been approved as in the best interests of the corporation, after notice that it involves such indemnification by:

(i) The Board of Managers by a majority of a quorum consisting of Managers who were not parties to such action, suit or proceeding, or by

(ii) The shareholders of the Limited Liability Company by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit or proceeding, or

(b) in the absence of action by disinterested Managers or shareholders as above provided, there has been obtained at the request of a majority of the Board of Managers then in office a written opinion of independent legal counsel to the effect that the manager or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Limited Liability Company.

Upon request therefor by any manager, officer, or person enumerated in the preceding paragraph of this Article, the Limited Liability Company may from time to time, if authorized by the Board of Managers, prior to final adjudication or compromise or settlement of the matter or matters as to

which indemnification is claimed, advance to such manager, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the manager, officer or person receiving such advance shall repay to the Limited Liability Company any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such manager, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such manager, officer or person is entitled under any agreement, vote of shareholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

THREE: No manager shall be personally liable to the Limited Liability Company or its shareholders for monetary damages for breach of fiduciary duty as a manager notwithstanding any provision of law imposing such liability; provided, however, that such limitation on liability will not eliminate or limit the liability of a manager (i) for any breach of the manager's duty of loyalty to the Limited Liability Company or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under sections 6.41 or 8.32 of Chapter 156D of the Massachusetts General Laws, or (iv) for any transaction from which the manager derived an improper personal benefit. If the Massachusetts Business Limited Liability Company Law is amended after the effective date of these Articles of Organization, to authorize corporate action further eliminating or limiting the personal liability of Managers, then the liability of a manager of the Limited Liability Company shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Law, as so amended.

FOUR: A quorum of any meeting of the Shareholders shall require the presence of the Shareholders holding a majority of the outstanding shares, and no action at any meeting may be taken by the Shareholders unless the appropriate quorum is present.

FIVE: To the extent allowed by law, any action that is required to be or may be taken at a meeting of the Shareholders of the Limited Liability Company may be taken without a meeting if a written consent, setting forth the action, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. Notice of any such action taken by written consent shall be provided to applicable Shareholders as may be required under the Act.

SIX: The affirmative vote of a majority of all the votes entitled to be cast on a matter shall be sufficient for approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of the Act.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

**Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$700 having been paid, said articles are deemed to have been filed with me this 19th day of November, 2021, at _____ a.m./p.m.
time

CK227

Effective date: _____
(must be within 90 days of date submitted)


WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

JB
Examiner
TB
Name approval

Filing fee: Minimum \$200

TO BE FILLED IN BY CORPORATION
Contact Information:

C
M

Chris Costello
100 Pier 4 Blvd Unit 704 Boston, MA 02210

Telephone: 7814051771
Email: charles@gcc-brands.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE
COMMONWEALTH
2021 NOV 19 AM 9:58
CORPORATIONS DIVISION
1373485

BYLAWS OF GREENCARE COLLECTIVE, LLC.
12 Latti Farm Road
Millbury, MA 01527

Table of Contents

Article 1	2
General Provisions	2
Purposes and Powers.	2
Board of Managers	3
Officers, Agents, Executive Management Team	6
Advisors of the Company.	7
Resignation, Removal and Vacancies	7
Indemnification	8
Amendment	10
Execution of Papers	10
Compensation	10
Deposit	10
Construction and Terms	11
Policies	11

Article 1

General Provisions

Section 1.1. **Name.** The name of this Limited Liability Company is GreenCare Collective, LLC. and shall herein be referred to as the "Company."

Section 1.2. **Offices.** The principal business office of the Company shall be at 12 Latti Farm Road Millbury, MA 01527. The Company may also have offices at such other places as the Company may require.

Section 1.3. **Corporate Seal.** The seal of the Company shall be circular in form with the name of the Company around the periphery and the year and state of Incorporation within or such other form as the Managers may determine.

Section 1.4. **Fiscal Year.** The fiscal year of the Company shall begin on January 1 and end on the following December 31 of each year.

Section 1.5. **Members.**

Section 1.6. **Members.** The names and addresses of Members, their respective Units in Company and their Capital Contributions to Company, if any, are set forth in **Schedule A (Member Schedule)** of the operating agreement and hereby incorporated by reference.

Section 1.7. **Governing Instruments.** The Company shall be governed by its Articles of Incorporation, its Operating Agreement and its Bylaws.

Section 1.8. **Nondiscrimination Policy.** The Company will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Article 2

Purposes and Powers.

The purposes of the Company, as set forth in the Articles of Incorporation, are any lawful purpose in the Commonwealth of Massachusetts. In furtherance of such purposes, the Company shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws. The specific purposes of the Company are to cultivate and distribute marijuana for medical and adult use purposes for the benefits of registered patients and customers pursuant to Chapter 55, Chapter 334, and Chapter 369 of the Laws of the Commonwealth of Massachusetts and 935 CMR 501.000 and 502.000.

Article 3

Board of Managers

Section 3.1. Powers.

Powers. The business, assets and affairs of Company shall be managed exclusively by or under the direction of Managers. Subject to the approval rights of Members set forth elsewhere herein or otherwise required by Act, Managers shall have exclusive authority and power, together with the responsibility, to manage the business of Company and to perform all acts necessary and desirable for the objects and purposes of Company, including, without limitation, the power to assign duties and supervise, direct and control the actions of Officers, to sign deeds, notes, deeds of trusts and contracts, and to assume direction of business operations. Members shall have no power to participate in the management of Company or to vote on any matter, except as specifically set forth in this Agreement, or as may be required under non-waivable provisions of the Act. Managers may seek advice from Members, but they need not accept such advice. Without limiting the generality of the foregoing, such powers include, without limitation, the right to do the following:

1. Approve annual Operating Budget. Any variance in excess of five percent (5%) of the Operating Budget needs to be approved by Managers for all expenses excluding salaries, bonuses, and compensation. Any variance in salaries, bonuses, and compensation shall be approved by Managers.
2. Approve or deny any of the matters that require the approval of the Majority of Managers;
3. Manage the business and affairs of Company;
4. Oversee CEO as necessary;
5. Open/close all Operating Accounts;
6. Guarantee the payment of money or the performance of any contract or obligation of any Person;
7. Sue on, defend, or compromise any and all claims or liabilities in favor of or against of Company, submit any or all such claims or liabilities to arbitration; and
8. Take any other action, or a series of related transactions, which would have substantially the same effect of any of the foregoing.

Section 3.2. Number and Election. The Company shall have an initial Board of two (5) Managers. A vacancy in the office of Manager shall be filled as provided in Section 6.3 below. Additional Managers may be appointed if approved by a majority vote of the Board of Managers.

Section 3.3. Duties. It shall be the duty of the Managers to:

- a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Organization, or by these Bylaws;

- b) Meet at such times and places as required by these Bylaws;
- c) Register their addresses with the secretary of the Company, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

Section 3.4. **Committees.** The Managers or CEO may elect or appoint one or more committees and may delegate to any such committee or committees any or all of their powers, provided that any committee to which the powers of the Managers are delegated shall consist solely of Managers. Unless the Managers otherwise determine; committees shall conduct their affairs in the same manner as is provided in these Bylaws for the Managers. The members of any committee shall remain in office at the pleasure of the Managers.

Section 3.5. **Annual Meeting.** The Board of Managers shall hold annual meetings each year and may select the time and place for the annual meeting and other meetings of the Board. Other meetings of the Board of Managers may be called by the President, or an Officer designated by the Board. In the event that no date for the annual meeting is established or such meeting has not been held on the date so determined, a special meeting in lieu of the annual meeting may be held with all of the force and effect of an annual meeting.

Section 3.6. **Regular and Special Meetings.** Regular meetings of the Managers may be held at such places and at such times as the Managers may determine. Special meetings of the Managers may be held at any time and at any place when called by the Chairman of the Board of Managers, if any, the President or a majority of the Managers.

Section 3.7. **Notice of Meetings.** Forty-eight hours' notice by mail, fax, email, telephone or word of mouth shall be given for an annual or special meeting unless shorter notice is adequate under the circumstances. No notice need be given for a regular meeting. Whenever notice of a meeting is required, such notice need not be given to any Manager if a written waiver of notice, executed before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Manager. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or the Bylaws.

Section 3.8. **Quorum.** A majority of the Managers in person or by proxy shall constitute a quorum, but a smaller number may adjourn from time to time without further notice until a quorum is present.

Section 3.9. **Action by Vote.** When a quorum is present at any meeting, a majority of the Managers present and voting shall decide any question, including election of Officers, unless otherwise provided by law, the Articles of Organization or the Bylaws.

Section 3.10. **Action by Writing.** Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if all the Managers consent to

the action in writing and the written consents are filed with the records of the meetings of the Managers. Such consents shall be treated for all purposes as a vote at a meeting.

Section 3.11. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 3.12. Vote of Interested Managers. A Manager who is a member, stockholder, trustee, Manager, Officer or employee of any firm, Company or association with which the Company contemplates contracting or transacting business, or individually proposing doing business with the Company, shall disclose his or her relationship or interest to the other Managers acting upon or in reference to such contract or transaction. No Manager so interested shall vote on such contract or transaction, but he or she may be counted for purpose of determining a quorum. The affirmative vote of a majority of the disinterested Managers shall be required before the Company may enter into such contract or transaction.

In the event that the Company enters into a contract or transacts business with any firm, Company or association of which one or more of its Managers is a member, stockholder, trustee, Manager, Officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such trustee or Managers have or may have interests therein which are or might be averse to the interests of the Company. No trustee or Managers having disclosed such adverse interest shall be liable to the Company or to any creditor of the Company or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such trustee or Managers be accountable for any gains or profits to be realized thereon.

This section may be defined further in a Conflict-of-Interest Policy adopted by the Board of Managers and incorporated herein.

Section 3.13. Manager's Inspections Rights. Every Manager shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Company and shall have such other rights to inspect the books, records, and properties of the Company as may be required under the Articles of Organization, other provisions of these Bylaws, and provisions of law.

Section 3.14. Periodic Report. The Board shall cause any annual or periodic report of this Company, required under law to be prepared and delivered to a Massachusetts agency office, to be so prepared and delivered within the time limits set by law.

Article 4

Officers, Agents, Executive Management Team

Section 4.1. **Number and Qualification.** The Officers of the Company shall be a President, Treasurer, Clerk and such other Officers, if any, as the Managers may determine. An Officer may but need not be a Manager. The Clerk shall be a resident of Massachusetts unless the Company has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time.

Section 4.2. **Election.** The initial Officers shall be those persons named as Officers in the Articles of Organization. The Managers at their annual meeting shall elect a President, Treasurer and Clerk, who shall hold office until their respective successors are elected and qualified. The Managers also may at any time elect such other Officers as they shall determine. Officers may be removed from their respective offices with or without cause by vote of a majority of the Managers then in office.

Section 4.3. **President.** The President shall preside at all meetings of the Board of Managers. The President, or other proper Officer or agent of the Company authorized by the Board of Managers, may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Managers has authorized to be executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Managers from time to time. The President will hold office for an indefinite term. Only upon the President's resignation or removal pursuant to Section 6 of these Bylaws will the Board of Managers hold a meeting to appoint the succeeding President. The candidate selected to succeed as President must be approved by a majority vote of the Board of Managers.

Section 4.4. **Treasurer.** The Treasurer, or other proper Officer or agent of the Company authorized by the Board of Managers, shall have charge and custody of and be responsible for all funds and securities of the Company; receive and give receipt for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies, or other depositories as shall be selected by the Board of Managers; and in general perform all of the duties incident to the office of Treasurer and such others as may from time to time be assigned by the Board of Managers. The Treasurer will hold office for an indefinite term. Only upon the Treasurer's resignation or removal pursuant to Section 6 of these Bylaws will the Board of Managers hold a meeting to appoint the succeeding Treasurer. The candidate selected to succeed as Treasurer must be approved by a majority vote of the Board of Managers.

Section 4.5. **Clerk.** The Clerk shall keep the minutes of the meetings of the Board of Managers in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these by laws; be custodian of the corporate records; and in general, perform all such duties as may from time to time be assigned by the Board of Managers. The Clerk will hold office indefinitely. Only upon the Clerk's resignation or removal pursuant to Section 6 of these Bylaws will the Board of Managers

hold a meeting to appoint the succeeding Clerk. The candidate selected to succeed as Clerk must be approved by a majority vote of the Board of Managers.

Section 4.6. **Other Officers.** Other Officers shall have such duties and powers as may be designated from time to time by the Managers.

Section 4.7. **Executive Management Team.** The Company will have an executive management team initially comprised of a Chief Executive Officer (CEO), a General Counsel (GC) and a Chief Financial Officer (CFO). The initial members of the EMT will be determined by the Board of Managers. The Board of Managers will have the ability to add additional members to the executive management team, from time to time, as they deem fit. Any decision to add additional members to the executive management team must be done through a majority vote of the Board of Managers.

Article 5

Advisors of the Company.

Without conferring or recognizing any legal authority, the Managers may designate persons or groups of persons as advisors of the Company or similar title. Such persons shall serve in an honorary capacity and, except as the Managers shall otherwise designate, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

Article 6

Resignation, Removal and Vacancies

Section 6.1. **Resignation.** Any Manager or Officer may resign at any time by delivering his resignation in writing to the Chairman of the Board, if any, the President or the Clerk or to the Company at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 6.2. **Removal.** Any Manager, Officer and the Chief Executive Officer of the Executive Management Team may only be removed for cause, by a vote of a majority of the entire Board of Managers at any meeting of the Board of Managers. No Officer or Manager or member of the executive management team shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the Officer, Manager or member of the executive management team whose removal is sought. Notwithstanding the notice provision of Section 3.7 above, written notice shall be delivered to all Managers at least fourteen (14) days in advance of a meeting at which removal is sought. For the purpose of this Section "Cause" shall mean if any Manager, Officer or member of the executive management team: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Cannabis Control Commission ("CCC"); (2) is found unsuitable or unqualified to sit as Manager or Officer of a registered marijuana dispensary as

determined by CCC pursuant to written notice to the Company; or (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the Company, or jeopardizes the Company ability to receive or renew a marijuana dispensary registration, as determined in a written opinion of the Company's legal counsel.

Section 6.3. **Vacancies.** Any vacancy on the Board of Managers may be filled by vote of a majority of the Managers then in office. The Managers may exercise all their powers notwithstanding the existence of one or more vacancies on the Board. Vacancies in any office may be filled by the Managers.

Article 7

Indemnification

The Company shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Manager or Officer of the Company or of any of its subsidiaries, or who at the request of the Company may serve or at any time has served as a Manager or Officer of, or in a similar capacity with, another organization or an employee benefit plan, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the Company or the proceeding seeks a declaratory judgment regarding his or her own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Company or, to the extent such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the Company, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the Company of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to a subsidiary or other organization shall be deemed to have acted in good faith in the reasonable belief that his action was in the best interests of the Company if he acted in good faith in the reasonable belief that his action was

in the best interests of such subsidiary or organization or of the participants or beneficiaries of, or other persons with interests in, such subsidiary or organization to whom he had a fiduciary duty.

Where indemnification hereunder requires authorization or approval by the Company, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a Manager of the Company approves the payment of indemnification, such Manager shall be wholly protected, if:

(i) The payment has been approved or ratified

(1) By a majority vote of a quorum of the Managers consisting of persons who are not at that time parties to the proceeding, or

(2) By a majority vote of a committee of one or more Managers who are not at that time parties to the proceeding and are selected for this purpose by the full Board (in which selection Managers who are parties may participate); or

(ii) The action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Company) appointed for the purpose by vote of the Managers or in the manner specified in clauses (1) or (2) of subparagraph (i); or

(iii) The payment is approved by a court of competent jurisdiction; or

(iv) The Managers have otherwise acted in accordance with the applicable legal standard of conduct. Any indemnification or advance of expenses under this section shall be paid promptly, and in any event within 30 days, after the receipt by the Company of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification the Company shall have determined that the person is not entitled to indemnification. If the Company denies the request or if payment is not made within such 30-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the Company.

The right of indemnification under this section shall be a contract right inuring to the benefit of the Managers, Managers, Officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this section shall adversely affect any right of such trustee, Manager, Officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a trustee, Manager, Officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the Company, apply to the Managers, Managers, Officers and other persons associated with constituent Company s that have been merged into or consolidated with the Company who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the Company.

The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such trustee, Manager, Officer or other persons may be entitled.

Nothing contained in this section shall affect any rights to indemnification to which Company employees or agents, other than Managers, Managers, Officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

Article 8

Amendment

These Bylaws may be amended or repealed, in whole or in part, by vote of a majority of the Managers then in office at any meeting of the Managers.

Article 9

Execution of Papers

Except as provided by law or in the Articles of Organization or as the Managers may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts, and other documents or instruments to be executed on behalf of the Company may be signed by the President, or by the Treasurer. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Company by two of its Officers, of whom one is the President and the other of whom is the Treasurer shall be binding on the Company in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organization, these Bylaws, or resolutions or votes of the Company.

Article 10

Compensation

Managers shall receive an honorarium of \$10,000 per year. Unless otherwise provided by law, the Articles of Organization, or these Bylaws, a Manager shall be entitled to receive reimbursement for reasonable travel expenses incurred course of fulfilling their duties to the Company. A Manager shall not be precluded from serving the Company in any other capacity and receiving reasonable compensation for any such services.

Article 11

Deposit

All funds of the Company shall be deposited from time to time to the credit of the

Company in such banks, trust companies, or other depositories as the Board of Managers may select.

Article 12

Construction and Terms

- (a) If there is any conflict between the provisions of these Bylaws and the articles of organization of this Company, the provisions of the articles of organization shall govern.
- (b) Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.
- (c) All references in these Bylaws to the articles of organization shall be to the articles of organization, certificate of Incorporation, corporate charter, or other founding document of this Company filed with an office of Massachusetts Secretary of State and used to establish the legal existence of this Company.
- (d) All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

Article 13

Policies

The Board of Managers may adopt policies that shall be incorporated into these Bylaws.

[Remainder of Page Intentionally Left Blank]

As set forth above, these Bylaws were duly adopted at a meeting of the Board of Managers of GreenCare Collective, LLC. on November 22, 2021.



Charles Smith
Clerk



Business Plan

Executive Summary

Greencare Collective, LLC. (“GCC”), is an LLC established under Massachusetts Law for the purpose of operating a Medical Marijuana Treatment Center “MTC” formerly known as Registered Marijuana Dispensary (“RMD”) as authorized by Massachusetts Act for the Humanitarian Medical Use of Marijuana Chapter 369 of the Laws of 2012, and in compliance with 105 CMR 725.00 et al., promulgated by the Department of Public Health (“DPH”), now overseen by the Cannabis Control Commission (“CCC”).

GCC intends to participate in both the medical and adult-use marketplace. Currently, GCC holds a Medical Marijuana Treatment Center Final License (#RMD 1706) issued January 20, 2022 for the state-of-the-art facility in Millbury, Massachusetts that serves as the company’s headquarters in Massachusetts. GCC is in the process of submitting an application for an adult-use Retail License that would allow for a co-located Dispensary located in Millbury.

Mission

GCC’s mission is to combine the use of state-of-the-art manufacturing technologies, extensive knowledge of and experience with adult-use and medical marijuana seed-to-sale cultivation and best practices to produce the safest, most consistent, effective, adult-use and medical marijuana and infused products in the regulated marketplace in Massachusetts. GCC will manufacture approved adult-use and medical marijuana flower and infused products consistent with cannabinoid profiles as authorized by the CCC.

House of Brands Approach

GCC has developed a network within the cannabis industry throughout the country. GCC will leverage this network to establish relationships with brand partners with extensive experience in the cannabis industry. This will allow us to bring in brands to Massachusetts that are operating in more mature markets such as California, Oregon and Washington.

GCC will license the brands and cultivate and process in accordance with the standard operating procedures of the brand partner. GCC will distribute the finished products throughout Massachusetts in both the wholesale and retail markets. This “House of Brands” approach differs from the existing MTC and adult-use stores in Massachusetts because many of the early entrants into the marketplace developed various brands in house rather than licensing them from existing market participants.

GCC’s partnerships will also allow the company to leverage its partners’ expertise to limit the costs of packaging, marketing, etc. The GCC retail experience will feel more like the experience

in a more mature retail marketplace such as California versus the experiences of Massachusetts consumers thus far in the nascent Massachusetts market.

Opportunity Analysis

Nationwide Industry and Growth Potential

Legal cannabis is the fastest-growing industry in the United States, with a compound annual growth rate of roughly 30 percent – far outpacing the second fastest-growing industry, computer systems design. Today, 33 states have legalized medical marijuana with 11 of those states also legalizing recreational adult-use. With legal sales topping \$6 billion in 2017, the cannabis retail market now outperforms annual sales of frozen pizza, and ice cream. The market is primed for continued expansion; cannabis sales could top \$22 billion by 2023. As many experts have noted, the legal cannabis industry represents a once-in-a-generation business opportunity.

Massachusetts Industry and Growth Potential

When legal cannabis sales began in the fall of 2018, Massachusetts became the first state east of the Mississippi to launch an adult-use cannabis market, positioning it to become the East Coast center of the U.S. cannabis market. According to recent public data, Massachusetts has seen approximately \$1.33 billion in adult-use cannabis sales in 2021. This is more than double the amount recorded for the three-year total in 2018, 2019 and 2020. This is a reflection of the industry's rapid growth since adult-use sales first began in November 2018. The adult-use market in Massachusetts not only includes regular in-state consumers but also includes the millions of tourists who visit the Commonwealth each year.

The financial potential of the state's cannabis industry will escalate as Maine and Vermont also launch adult-use cannabis markets and states such as Connecticut and Rhode Island potentially follow suit, turning the Northeast into a destination for cannabis-related tourism and investment dollars, with Massachusetts at its center.

Organizational Structure



Team Biographies

GCC has assembled a strong team with varied experience.

Christopher Costello, Chief Executive Officer & Board Member

Christopher Costello serves as the chief executive officer of Timberline Enterprises LLC, a full-service LBM company based out of Gloucester, Massachusetts with annual revenues exceeding \$100M. Chris is a partner in Constructor's Joint Capital and a Principal of CDI LLC. Chris has served in a wide variety of roles in the Building Material industry, including positions as; a member of the NRLA board of directors, co-chairman of the MRLDA Legislative committee, and member of the MRLDA board of directors. Chris also spent eight years as a special consultant to the United States Department of Agriculture. With Chris's unique skill sets in logistics and product management and managing large revenue businesses, he will ensure that GCC's operations are as efficient as possible. Chris attended St. John's Prep in Danvers, Wentworth Institute of Technology, Boston College, and Massachusetts Institute of Technology.

Charles Smith, General Counsel – Board Member

Charles Smith, Esq., is a strategic advisor and compliance consultant. He has advised clients on many facets of the cannabis business with a focus on state and local licensing and compliance. A member of the New York State Bar, Charles is intimately familiar with cannabis laws and regulations throughout the United States. His experience spans across multiple states, including California, Colorado, Florida, Maryland, Massachusetts, Missouri, Nevada, New Jersey, New York, Ohio and Pennsylvania.

He has served as a trusted advisor to cannabis companies throughout the country with respect to many aspects of the industry including licensing/compliance, strategy and nationwide

expansion. Charles has worked extensively with MTCs and Marijuana Establishment applicants and licensees in Massachusetts, providing compliance consulting in the licensing and regulatory process.

Charles is a frequent speaker at cannabis industry conferences throughout the country including the National Cannabis Industry Association's Cannabis Business Summit and the Cannabis World Conference and Business Expo. Charles is a member of the faculty for Elevate New England, a nonprofit whose mission is to empower underrepresented populations to work and lead in the cannabis industry, and to empower communities to be educated customers and responsible consumers. Charles is a Lifetime Member of both the National Cannabis Bar Association and the NORML Legal Committee.

Products & Services

GCC will offer a variety of cannabis products. Products will range from traditional flower to topical and edibles. We will carry a selection of products that will be compliant with the guidelines and regulations set out by the Commission.

In addition to traditional sativa, indica and hybrid cannabis flower, GCC will offer a wide range of products and services that will allow GCC to serve customers with a wide variety of needs.

GCC intends to offer the following products, in addition to others:

- Topical Salves/Sprays
- Creams/Lotions/Bath Oils
- Transdermal patches
- Oral mucosal/sublingual dissolving tablets
- Tinctures
- Concentrates; wax/shatter/oils/live resin
- Inhalation ready to use CO2 extracted oils
- Pre-dosed oil vaporizers
- Ingestion capsules
- Edible food/beverage

Hours of Operation

GCC's co-located dispensary hours will be:

Monday through Friday	9:00 a.m. to 8:00 p.m.
Saturday	9:00 a.m. to 8:00 p.m.
Sunday	10:00 a.m. to 6:00 p.m.

PLAN TO OBTAIN LIABILITY INSURANCE

GreenCare Collective LLC (“GCC” or the Company) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105(10).

Pursuant to 935 CMR 500.105(10) GCC will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if GCC is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), GCC will place in escrow a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities.

If GCC is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) GCC will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy. If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

GCC will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

GreenCare Collective, LLC (“GCC” or “the Company”) has policies and procedures to ensure virtual and physical separation between medical and adult-use marijuana operations in accordance with 935 CMR 500.140(14) and 935 CMR 501.140(12).

Prior to the point of sale or at the point of sale, GCC will designate whether marijuana and/or Marijuana Products are intended for sale for adult-use or medical-use through Metrc. All marijuana and Marijuana Products will be transferred to the appropriate license within Metrc prior to sale. After the point of sale, GCC will reconcile that inventory in Metrc.

In compliance with 935 CMR 501.140 and 935 CMR 500.140, GCC will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of GCC’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, GCC will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a biannual basis, GCC will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, GCC will submit a report to the Commission. Marijuana products reserved for patient supply will be maintained on-site at GCC’s retail location. GCC will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months. GCC may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

In addition to virtual separation, GCC will provide for physical separation between the medical and adult-use sales areas. A temporary or semi-permanent physical barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well as the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. GCC’s agents will prioritize patient and caregiver identification verification and physical entry into the retail area.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless of whether the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105 and 935 CMR 500.105.

GCC will also provide an enclosed patient consultation area that is separate from the sales floor to allow privacy and for confidential visual and auditory consultation. The patient consultation area will have signage stating “Consultation Area” and will be accessible by patients and caregivers without having to traverse a Limited Access area.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

GreenCare Collective, LLC (“GCC” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. GCC will make reasonable accommodation for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500 and 935 CMR 501, BVO is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that GCC determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. GCC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1) and 935 CMR 501.105(1), GCC has and follows a set of detailed written operating procedures for its location. GCC has developed and will follow a set of such operating procedures for its facility. GCC’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110 and 935 CMR 501.110.
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500 and 935 CMR 501.
- (d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11).
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as required by 935 CMR 501.050(1)(h);
- (g) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9) and 935 CMR 501.105(8) & (9);

(h) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 and 935 CMR 501.160;

(i) A staffing plan and staffing records in compliance with 935 CMR 500.105(9) and 935 CMR 501.105(9);

(j) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(k) Alcohol, smoke, and drug-free workplace policies;

(l) A plan describing how confidential information will be maintained;

(m) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction.

(n) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) and 935 CMR 501.105(1). This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(o) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

(p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(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;

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

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

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

In accordance with 935 CMR 500.105(2)(b) and 935 CMR 501.105(2)(b), all of GCC's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of GCC's Agents that are involved in the handling and sale of marijuana will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by GCC's agents annually, with the exception for agents classified as Administrative Employees may participate in the Responsible Vendor Training Program on a voluntary basis. GCC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g) and 935 CMR 501.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents.

All employees of GCC will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1) and 935 CMR 501.030(1). All marijuana establishment agents will complete a training course administered by GCC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b) and 935 CMR 501.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a) and 935 CMR 501.105(2)(a).

In accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9), *Recordkeeping*, GCC's personnel records will be available for inspection by the Commission, upon request. GCC's records 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 and 935 CMR 501, in addition to the following:

The following GCC personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of GCC's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with GCC and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2) and 935 CMR 501;
 - 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 GCC agents required under 935 CMR 500.105(2) and 935 CMR 501.105(2).
- 3. A staffing plan that will demonstrate accessible business hours and safe conditions;
 - 4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy and
 - 5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030 and 935 CMR 501.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. GCC understands that in the event that GCC were to close, all records will be kept for at least two years at the expense of GCC and in a form and location acceptable to the Commission.

RECORD KEEPING PROCEDURES

GreenCare Collective, LLC (“GCC”)’s records will be available for inspection by the CCC on request. The financial records of GCC will be maintained in accordance with generally accepted accounting principles. GCC acknowledges that written records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 501 and 935 CMR 500. in addition to the following:

- Operating procedures as required by 935 CMR 501.105(1) & 935 CMR 500.105(1);
- Inventory records as required by 935 CMR 501.105(8) & 935 CMR 500.105(8)
- Seed-to-sale Electronic Tracking System records for all Marijuana and MIPs as required by 935 CMR 501.105(8)(e) & 935 CMR 500.105(8)(e)
- The following personnel records:
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each GCC Agent. Such records will be maintained for at least 12 months after termination of the individual's affiliation with GCC and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 501.030 and 935 CMR 500.030
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - A copy of the application that GCC submitted to the Commission on behalf of any prospective GCC agent;
 - Documentation of periodic performance evaluations;
 - Notice of completed Responsible Vendor Training Program and in-house training for GCC Agents required under 935 CMR 501.105(2) & 935 CMR 500.105(2); and
 - A record of any disciplinary action taken.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics;
 - Whistle-blower policy; and
 - 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

- All background check reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 500.030, 935 CMR 501.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- Business records, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records that indicate the name of the Registered Qualifying Patient or Personal Caregiver to whom Marijuana has been dispensed, including the quantity, form, and cost;
 - Salary and wages paid to each employee, stipend paid to each board of directors member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with GCC, including Persons or Entities Having Direct or Indirect Control over GCC.
- Waste disposal records as required under 935 CMR 501.105(12) and 935 CMR 500.105(12); and
- Following closure of GCC, all records will be kept for at least two years at the expense of GCC and in a form and location acceptable to the Commission.

MAINTAINING OF FINANCIAL RECORDS

GreenCare Collective, LLC (“GCC” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e) and 935 CMR 501.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, or stipends paid to each board member, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

Furthermore, GCC will implement the following policies for Recording Sales:

(a) GCC will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).

(b) GCC may also utilize a sales recording module approved by the DOR.

(c) GCC will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.

(d) GCC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. GCC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If GCC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

i. it will immediately disclose the information to the Commission;

ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

iii. take such other action directed by the Commission to comply with 935 CMR 500.105.

(e) GCC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

(f) GCC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

(g) GCC will allow the Commission and the DOR to audit and examine the point-of-sale system used by a cultivator in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.120.

Following the closure of GCC, all records will be kept for at least two years, at GCC’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g) and 935 CMR 501.105(9). GCC shall keep financial records for a minimum of

three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.120(12).

QUALIFICATIONS AND TRAINING

GreenCare Collective, LLC ("GCC") will ensure that all GCC Agents receive the required training as per 935 CMR 501.105(2) and 935 CMR 500.105(2). GCC will ensure that all GCC Agents complete minimum training requirements prior to performing job functions. At a minimum, all GCC Agents will receive a total of eight hours of training annually. The eight-hour total training requirement will be tailored to the roles and responsibilities of the job function of each GCC Agent.

A minimum of four hours of training will be from Responsible Vendor Training ("RVT") Program courses established under 935 CMR 501.105(2)(b) and 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.

Non-RVT training will be conducted in-house by GCC or by a third-party vendor engaged by the GCC. Basic on-the-job training GCC provides in the ordinary course of business will be counted toward the eight-hour total training requirement.

GCC Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training. At a minimum, all staff will receive eight hours of on-going training annually.

GCC will maintain records of compliance with all training requirements noted above. Such records will be maintained for four years and GCC will make such records available for inspection on request.

Responsible Vendor Training

All current GCC Agents involved in the handling or sale of Marijuana at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".

GCC has engaged Sinsemilla Seminars to conduct Responsible Vendor Training.

All GCC Agents will first take the Basic Core Curriculum. Upon completing the Basic Core Curriculum, GCC Agents will be eligible to take the Advanced Core Curriculum if GCC deems it appropriate.

GCC acknowledges there is an exception for Administrative Employees. GCC 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.

Once GCC is designated a Responsible Vendor, all GCC Agents employed by GCC that are involved in the handling or sale of Marijuana will successfully complete the Basic Core Curriculum within 90 days of hire.

After successful completion of the Basic Core Curriculum, each GCC Agent involved in the handling or sale of Marijuana for medical use will fulfill the four-hour RVT requirement every

year thereafter for GCC to maintain designation as a Responsible Vendor. GCC acknowledges that failure to maintain Responsible Vendor status is grounds for action by the Commission.

No owner, manager or employee of a Responsible Vendor Trainer may be a Person or Entity Having Direct or Indirect Ownership or Control of GCC.

Details of Responsible Vendor Training to be conducted by Sinsemilla Seminars

Responsible Vendor Training Program courses will consist of at least two hours of instruction time. Except as provided in 935 CMR 501.105(2)(b)4.e. & 935 CMR 500.105(2)(b)4.e., Responsible Vendor Training Program courses will 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.

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:

- To verify the identification of each trainee participating in the program course and certify completion by the individual.
- To track trainees' time needed to complete the course training;
- 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
- To evaluate each trainee's proficiency with course material.

Responsible Vendor Trainers will provide GCC and GCC Agents 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.

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. GCC 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.

Basic Core Curriculum

The Basic Core Curriculum will cover the following subject matter:

Marijuana's effect on the human body, including:

- Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
- The amount of time to feel impairment;
- Visible signs of impairment; and
- Recognizing the signs of impairment.

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

Compliance with all tracking requirements.

Acceptable forms of identification. Training shall include:

- How to check identification;
- Spotting and confiscating fraudulent identification;
- Patient registration cards currently and validly issued by the Commission;
- Common mistakes made in identification verification; and
- Prohibited purchases and practices, including purchases by persons younger than 21 years old in violation of M.G.L. c. 94G, § 13.

How to engage and work with persons with disabilities.

Other key state laws and rules affecting GCC MTC Agents, which shall include:

- Conduct of MTC Agents;
- Permitting inspections by state and local licensing and enforcement authorities; • Local and state licensing and enforcement, including registration and license sanctions;
- Incident and notification requirements;
- Administrative, civil, and criminal liability;
- Health and safety standards, including waste disposal;
- Patrons prohibited from bringing marijuana and Marijuana Products onto licensed premises;
- Permitted hours of sale;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records, including confidentiality and privacy; and
- Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Advanced Core Curriculum

Each Advanced Core Curriculum class will be approved by the Commission prior to being offered. The curriculum will build on the knowledge, skills, and practices covered in the Basic Core Curriculum.

An Advanced Core Curriculum class will include standard and best practices in one or more of the following areas:

- Cultivation;
- Product Manufacturing;
- Retail;
- Transportation;
- Social Consumption;
- Laboratory Science;
- Energy and Environmental Best Practices;

- Social Justice and Economically Reparative Practices;
- Implicit Bias and Diversity Training;
- Worker Safety;
- Food Safety and Sanitation;
- Confidentiality and Privacy;
- In depth coverage of any topic(s) taught in the Basic Core Curriculum; or
- Such other topic as the Commission may approve in its sole discretion.

Delivery Core Curriculum

In addition to the Basic Core Curriculum, all GCC Agents acting as delivery employees of GCC will have attended and successfully completed the Delivery Core Curriculum prior to making a delivery, which will, to the extent not covered in Basic Core Training including, without limitation, training on:

- Safely conducting deliveries
- Safe cash handling practices
- Strategies for de-escalating potentially dangerous situations
- Securing product following any instance of diversion, theft or loss of Finished Marijuana Products pursuant to 935 CMR 501.110(1)(m)
- Collecting and communicating information to assist in investigations
- Procedures for checking identification
- Indications of impairment; and
- Such other areas of training determined by the CCC to be included in a Responsible Vendor Training Program

ENERGY COMPLIANCE PLAN

GreenCare Collective, LLC (“GCC” or the “Company”) will work with to identify as many energy saving strategies as possible. In addition, GCC will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation. GCC will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

GCC acknowledges that if a Provisional License is issued, GCC, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

GCC will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). GCC will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for GCC to optimize its energy usage.

GCC is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

GCC will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

GCC will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

QUALITY CONTROL & TESTING

Pursuant to 935 CMR 500.160, GreenCare Collective, LLC (“GCC”) will not sell or market any marijuana product that has not been tested by a licensed Independent Testing Laboratory. Testing of Marijuana Products 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.

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 addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products will 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.

GCC acknowledges that the Commission may, at its discretion, require additional testing where necessitated to safeguard public health or public safety and so identified by the Commission.

GCC will 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). Any such policy will 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.
2. notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

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

The 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.

A Marijuana Establishment will 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.

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

Clones are subject to these testing provisions but are exempt from testing for metals.

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

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

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.

No Marijuana Product 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.

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

If GCC receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, we will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.

- *Reanalysis by a Second ITL.* If GCC chooses 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 may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, the Marijuana Establishment will dispose of any such product.
- *Remediation.* If GCC chooses 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 may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. GCC will dispose of any such product.
- If the Licensee chooses to dispose of the Marijuana or Marijuana Products, it will do so in compliance with 935 CMR 500.105(12).

Pursuant to 935 CMR 501.105(3), GCC will process marijuana in a safe and sanitary manner. GCC will process the leaves and flowers of the female marijuana plant only, which will be:

- Well cured and free of seeds and stems
- Free of dirt, sand, debris, and other foreign matter
- Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*
- Prepared and handled on food-grade stainless steel tables with no contact with GCC Agents' bare hands
- Packaged in a secure area.

As a CMO, GCC will comply with 935 CMR 500.105(3) and 501.105(3): *Handling of Marijuana*, as well as the following sanitary requirements:

Any GCC Agent whose job includes contact with Marijuana or non-Edible MIPs, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

Any GCC Agent working in direct contact with preparation of Marijuana or non-Edible MIPs will conform to sanitary practices while on duty, including Maintaining adequate personal cleanliness; and Washing hands thoroughly in an adequate hand washing area before starting work, and at any other time when hands may have become soiled or contaminated. Hand washing facilities are adequate and convenient and are furnished with running water at a suitable temperature.

Hand washing facilities are located in GCC's facility in Production Areas and where good sanitary practices require employees to wash and/or sanitize their hands and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices are provided.

There is sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Litter and waste will be properly removed, disposed of so as to minimize the development of odor, and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal are maintained in an adequate manner pursuant to 935 CMR 501.105(12).

Floors, walls, and ceilings are constructed in such a manner that they can be adequately kept clean and in good repair.

There is adequate safety lighting in all Processing and storage areas, as well as areas where equipment or utensils are cleaned.

Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition.

All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.

All toxic items will be identified, held, and stored in a manner that protects against contamination of Marijuana and MIPs. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana.

GCC's water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the GCC's needs.

Plumbing will be/is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the GCC facility. Plumbing shall properly convey sewage and liquid disposable waste from the GCC facility. There will be no cross-connections between the potable and wastewater lines.

GCC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or Edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

GCC will comply with sanitary requirements during the development or Processing of Edibles. All Edibles will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments*.

All Marijuana in the process of cultivation, production, preparation, transport, or analysis will be housed and stored in such a manner as to prevent diversion, theft, or loss.

- Such items will be accessible only to the minimum number of specifically authorized GCC Agents, essential for efficient operation.
- Such items will be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.

- If a manufacturing process cannot be completed at the end of a working day, the Processing area or tanks, vessels, bins, or bulk containers containing Marijuana will be securely locked inside an area or building that affords adequate security.

RESTRICTING ACCESS TO AGE 21 OR OLDER

GreenCare Collective, LLC (“GCC” or “the Company”) sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.101(1). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion.

The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:

- A driver's license;
- A government-issued identification card;
- A government-issued passport; and
- A United States-issued military identification card.

All consumers entering the Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.

If co-located and the individual is younger than 21 years old but 18 years of age or older, they will not be admitted unless they produce an active medical registration card issued by the DPH. If the individual is younger than 18 years old, he or she will not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.

The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.

Diversity Plan

STATEMENT OF PURPOSE

GreenCare Collective, LLC ("GreenCare" or "GCC" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make GreenCare a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

GreenCare's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal #1 - GCC will strive to satisfy its staffing needs at the percentage listed, at least, with individuals from the following demographics:

- 25% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
- 30% Women
- 10% Veterans
- 5% Persons with disabilities
- 10% LGBTQ+ people

Strategies/Programs

Increase diversity of the make-up of GCC staff through in-house hiring initiatives and participation in online diversity job boards that are geared towards historically excluded groups to ensure we are hiring a diverse workforce. **Specific job boards GCC will use include:**

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people – **LatPro, Inclusion, iHispano, Black Jobs, Noirefy, PND Recruits, Circa**
2. Women – **PowerToFly, The Mom Project, Women For Hire, Career Contessa**
3. Veterans – **RecruitMilitary, Veterans Connect**
4. Persons with disabilities – **AbilityLinks, Inclusively, RecruitDisability**
5. LGBTQ+ individuals - **LGBT Connect, Out and Equal, Pink Jobs**

Measurements

Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of GreenCare's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow GreenCare to adjust our programs if our goals are not being achieved.

The personnel files shall be evaluated on a semi-annual basis to determine how many employees are people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ that occupy positions within the company and that number shall be divided by GreenCare's total staffing at its facility to determine the percentage achieved.

Goal #2 - GCC will host an in-person job fair at least once a year at our facility in Millbury

Strategies/Programs

GCC will host an in-person job fair at least once a year at its facility in Millbury or at a location of our choosing based on attendance capacity. The event will be advertised through social media, specifically, Facebook, Instagram, and LinkedIn. Individuals attending the job fair will be asked to sign in and provide GCC with their contact information. In addition, GCC will ask that attendees fill out a questionnaire about their experience at the job fair and these responses will be used by GCC to improve upon its job fair for the following year.

Measurements

GCC will document its commitment to hosting a job fair on an annual basis by providing the CCC with proof of the job fair held at our Millbury location (or a location of our choosing depending on capacity) to ensure diversity is one of GreenCare's strengths and remains a primary focus. Questionnaires will be distributed to attendees and will be used to determine how GCC is doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow GreenCare to adjust our programs if our goals are not being achieved.

The attendance sheet and questionnaire shall be evaluated on an annual basis to determine to the best of our ability how many attendees at the job fair were people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ in an effort to determine whether GCC's target goals are achievable.

Goal #3 - GCC will hold quarterly staff social events designed to celebrate and promote diversity and diverse groups (People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities) within GCC and among its employees.

Strategies/Programs

GCC will hold quarterly staff social events that are designed to celebrate and promote diversity and diverse groups (People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities) within the GreenCare staff. It is the intention of GCC to plan these events around diversity holidays and celebrations in order to enhance our workplace diversity and inclusion efforts. The following is a list of several examples:

- February - Black History month
- March - Women's History month
- May - Asian Pacific American Heritage month
- June - LGBTQ Pride Month
- October - National Disability Employment Awareness month
- November – National American Indian Heritage month
- November – Veteran's Day
- December – International Day of Disabled Persons

Measurements

GCC will provide the CCC with a list of the events (documentation) upon renewal of our license on an annual basis. Surveys will be distributed to employees and will be used to obtain employee feedback on these events and determine how GCC is doing in pursuit of our diversity plan goals.

Goal #4- *GCC will actively identify and pursue partnerships with vendors and ancillary service providers that are committed to the same goals of promoting equity and diversity in the cannabis industry in an effort to reach at least 10% that are owned and/or managed by People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities.*

Strategies/Programs

GCC will prioritize working with vendors and ancillary service providers that are owned and/or managed by People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities. GCC will request demographic information from vendors and ancillary service providers to see if they fall into one of the categories listed above. GCC will disseminate this effort via social media and other electronic and/or written marketing materials.

Measurements

On an annual basis, GCC will determine how many vendors and ancillary service providers are owned and/or managed by People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; Women; Veterans; Persons with disabilities and will calculate the percentage of those who meet these criteria. Our goal will be to work with at least 10% of businesses who identify as one of the groups above and we will review these percentages annually and demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Acknowledgements

GreenCare acknowledges that the progress or success of our plan will be documented upon renewal.

GreenCare acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment and Medical Marijuana Treatment Center, respectively.

GreenCare acknowledges that 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.

GreenCare expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.103 and 935 CMR 501.103.