



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281610
Original Issued Date: 02/19/2021
Issued Date: 02/19/2021
Expiration Date: 02/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Greenerside Holdings, LLC

Phone Number: 617-792-8714
Email Address: jaison.cramer@gmail.com

Business Address 1: 62 Harold Street
Business City: Boston
Business State: MA
Business Zip Code: 02119
Business Address 2:
Mailing Address 1: 62 Harold Street
Mailing City: Boston
Mailing State: MA
Mailing Zip Code: 02119
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EE202424
RMD Priority Certification Number:

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 34
Percentage Of Control: 51
Role: Executive / Officer
Other Role:

First Name: Jaison Last Name: Cramer Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 24.5 Percentage Of Control: 49
Role: Executive / Officer Other Role:
First Name: Richard Last Name: Ferrara Suffix: Jr.
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: 8.5 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Donna Last Name: Cramer Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 8.5 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Mikahail Last Name: Cramer Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 24.5 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Michael Last Name: Ferrara 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: 51 Percentage of Ownership: 51
Entity Legal Name: Greenercide Corporation Entity DBA: DBA
City: Boston
Entity Description: Delaware corporation

Foreign Subsidiary Narrative:**Entity Phone:** 617-792-8714**Entity Email:** jaison.cramer@gmail.com**Entity Website:****Entity Address 1:** 62 Harold Street**Entity Address 2:****Entity City:** Boston**Entity State:** MA**Entity Zip Code:** 02119**Entity Mailing Address 1:** 62 Harold Street**Entity Mailing Address 2:****Entity Mailing City:** Boston**Entity Mailing State:** MA**Entity Mailing Zip Code:**
02119

Relationship Description: This entity is a member/owner of the Marijuana Establishment. Under the Operating Agreement for the Marijuana Establishment, the members have the exclusive authority to manage the business and affairs of the Marijuana Establishment. Authority is generally exercised by majority but, for certain major decisions, is exercised by approval of Members holding 66 2/3% of membership interests by way of meeting or written consent.

Entity with Direct or Indirect Authority 2**Percentage of Control:** 49**Percentage of Ownership:** 49**Entity Legal Name:** RMF Holding Group, LLC**Entity DBA:****DBA****City:**

Boston

Entity Description: Delaware limited liability company**Foreign Subsidiary Narrative:****Entity Phone:** 203-948-3880**Entity Email:** rich.j.ferrara@gmail.com**Entity Website:****Entity Address 1:** c/o Law Office of Michael Macklowitz, 299 Broadway**Entity Address 2:** #1405**Entity City:** New York**Entity State:** NY**Entity Zip Code:** 10007**Entity Mailing Address 1:** c/o Law Office of Michael Macklowitz, 299 Broadway**Entity Mailing Address 2:** #1405**Entity Mailing City:** New York**Entity Mailing State:** NY**Entity Mailing Zip Code:**
10007

Relationship Description: This entity is a member/owner of the Marijuana Establishment. Under the Operating Agreement for the Marijuana Establishment, the members have the exclusive authority to manage the business and affairs of the Marijuana Establishment. Authority is generally exercised by majority but, for certain major decisions, is exercised by approval of Members holding 66 2/3% of membership interests by way of meeting or written consent.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES**Entity Contributing Capital 1****Entity Legal Name:** RMF Holding Goup, LLC**Entity DBA:****Email:** rich.j.ferrara@gmail.com**Phone:** 203-948-3880**Address 1:** c/o Law Office of Michael Macklowitz, 299
Broadway**Address 2:** #1405**City:** New York**State:** NY**Zip Code:** 10007**Types of Capital:** Monetary/Equity**Other Type of Capital:****Total Value of Capital Provided:**
\$505500**Percentage of Initial Capital:**
100**Capital Attestation:** Yes**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**

No records found

Date generated: 03/25/2021

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 180 Laurel Street

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01301

Approximate square footage of the Establishment: 40000

How many abutters does this property have?: 44

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

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5d32226b8595fb38875db4fd	07/19/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	5d3227a6385de033fc95c127	07/19/2019
Plan to Remain Compliant with Local Zoning	Zoning Plan.pdf	pdf	5d431c7eba40853412508b5a	08/01/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact (revised 3).pdf	pdf	5f0e478f1f0df7704a5df09d	07/14/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Jaison

Last Name: Cramer Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

Date generated: 03/25/2021

Page: 4 of 7

First Name: Richard Last Name: Ferrara Suffix: Jr.

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:

First Name: Donna Last Name: Cramer Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Mikahail Last Name: Cramer Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner Other Role:

First Name: Michael Last Name: Ferrara Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: Greenercide Corporation Entity DBA:

Entity Description: Delaware corporation

Phone: 617-792-8714 Email: jaison.cramer@gmail.com

Primary Business Address 1: 62 Harold Street Primary Business Address 2:

Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02119

Additional Information:

Entity Background Check Information 2

Role: Partner Other Role:

Entity Legal Name: RMF Holding Group, LLC Entity DBA:

Entity Description: Delaware limited liability company

Phone: 212-227-6655 Email: rich.j.ferrara@gmail.com

Primary Business Address 1: c/o Law Office of Michael Macklowitz, 299 Broadway Primary Business Address 2: #1405

Primary Business City: New York Primary Business State: NY Principal Business Zip Code: 10007

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Greenside COGS.pdf	pdf	5d4341d2ad2c7633c9198911	08/01/2019

Department of Revenue - Certificate of Good standing	MADOR - Certificate of Good Standing (7.22.19).pdf	pdf	5d4341ea17ec6d33f1152b92	08/01/2019
Articles of Organization	MA Cert of Registration - Greenercide Holdings (Stamped).pdf	pdf	5d434263e230513892f82590	08/01/2019
Articles of Organization	Certificate of Formation (Filed 6-4-19).pdf	pdf	5d5742ed8470d4229ba4207d	08/16/2019
Bylaws	Operating Agreement - Greenercide Holdings, LLC (Executed 3-20-19).pdf	pdf	5d57451c629a272281d2e6fe	08/16/2019

No documents uploaded

Massachusetts Business Identification Number: 001393734

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Cultivation Business Plan.pdf	pdf	5d56f940271f0d1dcdf2e476	08/16/2019
Proposed Timeline	Proposed Timeline.pdf	pdf	5d56f98c3aff472290b9d00f	08/16/2019
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5d56fa8f271f0d1dcdf2e47f	08/16/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Cultivation Procedures.pdf	pdf	5d572ab88906c11df69c7044	08/16/2019
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5d573076d4b61e1ddc089ea2	08/16/2019
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	5d57308d7e918b22a66bcadd	08/16/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5d5731a332375f1de7f6b4fe	08/16/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5d5735438906c11df69c7073	08/16/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5d573dbbaf9d6f1dd589f177	08/16/2019
Personnel policies including background checks	Personnel Policies.pdf	pdf	5d573dc238be9e227ac5074e	08/16/2019
Record Keeping procedures	Recordkeeping.pdf	pdf	5d573ed28470d4229ba42070	08/16/2019
Maintaining of financial records	Financial Records.pdf	pdf	5d573f9f3567ed1db89ded88	08/16/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5d5740b032375f1de7f6b51e	08/16/2019
Transportation of marijuana	Transportation of Marijuana (revised).pdf	pdf	5d9d0efe8d8d0715f66753c8	10/08/2019
Security plan	Security Plan (revised 2).pdf	pdf	5f0f9c7954fcae70383a8198	07/15/2020
Diversity plan	Greenercide Diversity Plan updated for July RFI 11-20-2020.pdf	pdf	5faaddccbd0d8e081433d115	11/10/2020

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 Understand

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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).


Applicant

I, Jason L. Cramer, (*insert name*) certify as an authorized representative of Carverside Holdings (*insert name of applicant*) that the applicant has executed a host community agreement with City of Greenfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 3rd, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, William F. Martin, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Greenfield (*insert name of host community*) to certify that the applicant and City of Greenfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 3rd, 2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Jaison L. Cramer, (insert name) attest as an authorized representative of Greenside Holdings LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on July 15, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on July 8, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on July 5, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on July 5, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

in County and Upper Quabbin Valley

Classified SPOT



413-772-0148
clasinfo@recorder.com
978-249-3535
classified@atholdailynews.com

S & SERVICE CTORY

72-0148
recorder.com
49-3535
holdailynews.com
8 AM - 5 PM

ve Services

Barre Rd, Junctions
ham. 978-724-3237.
repair.

tion

CONSTRUCTION
506, HIC #117243
hall 978-544-7221

S

asphalt Paving
looting
ing - Excavating
mpavingllc.com
225-3227

Refinishing

URE REPAIR
h, Restored.
249, 413-325-7258

rovement

RENOVATIONS
ement Contractor
ws, Garage Doors,
g Seamless Gutters
-544-8342
7, HIC #126980

airs

THINGS
p repair, lamps &
ld. Giant tag sale.
r, 413-498-5043

vices

NK CLEANING
ommercial - Title V
hetti & Sons
939-8645

pace

ay Self Storage
N AND SECURE
y of sizes.
75-9333

NCEMENTS

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SO MUCH FUN at
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naged to lose my
g glasses and I
e who reads the
d them. They're two
ivy, side pieces are
ts. Pale green case
if you happen to
e call 773-8965

VICES

LAYSCHOOL
reschool openings.
at (413)625-2406

EMPLOYMENT

Help Wanted

Business Office Manager
Primary Responsibilities: Book-keeping, Accounting, Budget, Human Resources, Payroll
30 hrs per week
To Apply Please submit resume to the following: Jennifer Gordon CEO/Executive Director
Athol Area YMCA 545 Main Street Athol, MA 01331 jgordon@ymcaathol.org

Staffing Specialist- Needed for Franklin County Area staffing firm. Are you a driven, self starting individual with a desire to succeed? Previous office and/or customer service experience required. Call 413-297-3795 to schedule an interview today!

Full Time

Community Action!
Check our website
www.communityaction.us

Part Time

LYMAN FARMS INC., MIDDLEFIELD, CT needs 4 temporary workers 7/1/2019 to 11/1/2019, work tools, supplies, equipment provided without cost to worker. Housing will be available without cost to workers who cannot reasonably return to their permanent residence at the end of the work day. Transportation reimbursement and subsistence is provided upon completion of 15 days or 50% of the work contract. Work is guaranteed for 3/4 of the workdays during the contract period. Workers not required to work extra hours offered. \$13.25 per hr. or applicable piece rate. Applicants to apply contact CT Department of Labor at 860-263-6020. Or apply for the job at the nearest local office of the SWA. Job order #224705. May perform any combination of tasks related to the planting, cultivating, and processing of apples, fruit and vegetables including, but not limited to, driving, operating, adjusts and maintains farm machines, preparing soil, planting, pruning, weeding, thinning, spraying, irrigating, mowing, harvesting, grading, packing. May use hand tools such as shovel, pruning saw, and hoe. 1 month's experience in duties listed required.

MERCHANDISE

Fast Action Ads

BIANCHI HYBRID BIKE set for tall man. Plus pumps etc. \$200 (413) 625-2082

BOOKSHELF SPEAKERS Or wall mount for surround snd. \$25 (413) 625-2082

BRASS CANDLESTICKS 7 candlesticks 3" to 9" high. Photo. \$25 (413) 625-2082

CLASSIC ADVENT large utility speakers. Perfect. \$250 (413) 625-2082

CRAFTMATIC TWIN BED Customatic adjustable twin bed \$450 (413) 522-8473

GOLF CLUBS with bag \$75. 10x10 gazebo, still in box \$20. 603 209-3031

HOWARD MILLER Grandfather clock. \$400 (802) 257-7321

MOTORCYCLE/SCOOTER New cover, black, Nelson Rigg. Asking \$60/B.O. 413-648-3050

MOTORCYCLE HELMET New condition, AFX white, shields dark & light, earcovers, size large 23 1/2". Asking \$60/B.O. 413-648-3050

NEW PAIR OF BLITZ/RHINO CAR RAMPS \$30 (413) 773-3798

OLD QUILT Handmade, 6 x 6, great condition. Call for photo. \$75 (413) 625-2082

SHAMPOOER Electrolux Carpet works good. \$25 978-544-7509

SOLVIT FOLDING DOG

MERCHANDISE

Fast Action Ads

VINTAGE/ANTIQUE- Oak Desk with typewriter compartment. \$150.00 or best offer. 978-249-9884.

Hay/Feed/Fertilizer

HAY FOR SALE \$5 PER BALE. 2 miles from Berkshire East Ski area. (413)339-4319

Miscellaneous

LG REFRIGERATOR- Brand new, never used. Valued at \$3600, will take \$1800. Second one valued at \$3000, will take \$1500. 1 brand new stainless steel gas drop in 5 burner stove, valued at \$1200, will take \$600. 2- GE electric profile drop in stove valued at \$1800, will take \$900. 978-420-5893.

Wanted To Buy

COINS, POSTCARDS- Pre 1973 baseball cards. Stamps, local history. 978-249-0156

Wood For Sale

PARTIALLY SEASONED SCREENED FIRE WOOD 16" Cut, split & delivered Allard Bros. (413)665-8041

REAL ESTATE FOR RENT

Apartments Unfurnished

LEYDEN, 1 BR apt. 2nd floor, \$750/mo. utils. incl. no smoking or pets. 413-774-4801 or cell 413-768-0750.

SHELburne FALLS large 2 BR, 2nd floor, private ent. Storage. \$925 incl. heat. Call 413-537-8083

Full Time

Maintenance Technicians & Supervisor

Duties include diagnosing and solving different problems in apartment complex, such as repairs to clogged drains, electrical switches, leaks, no heat complaints, some painting and basic carpentry work. Ability to work with others, follow instructions, communicate with vendors. 2 yrs. experience or related job training programs. Send resume to: joseomhm@hotmail.com. Wages negotiable. EOE

Full Time

TRUCK DRIVER / LABORER EQUIPMENT OPERATOR

The Town of Shelburne seeks qualified applicants for the position of truck driver / laborer /equipment operator. Position includes 40-hour workweek, and excellent benefits.

Required Qualifications: Possess Class B Manual Transmission CDL license with airbrake; possess or obtain 2B Hoister's license, experience with Road Ranger Transmission, heavy truck snow plowing, road equipment operation, and maintenance; mechanical aptitude desirable. Overtime is mandatory during winter months.

Applications must be received by the Town Administrator, Terry Narkewicz, 51 Bridge Street, Shelburne, MA during regular office hours (Monday through Thursday, 7:00 am until 3:30 p.m.). Applications and a complete job description are available at Town Hall or on-line at www.townofshelburnema.gov. The town will accept applications until a qualified candidate is hired. Interviews will begin the week of July 22, 2019.

The Town of Shelburne is a Tobacco Free Workplace and an Equal Opportunity Employer.

Part Time



GREENFIELD RECORDER
recorder.com
Your community news 24/7

REAL ESTATE FOR RENT

Houses

ATHOL- Newly renvtd 3 bdrm. New appl. no util. incl. \$1400/ mo. First & last 2 mos. req. 978-490-9922.

AUTOMOTIVE & BOATS

Automobiles For Sale

1989 CAMRY WAGON 175K. \$950 or best offer 413-768-1802

2013 Nissan Rogue SV w/premium package. Includes nav, sr, & more. 66,300 miles. \$11,995

Call 802-579-3781

For sale Baja Warrior mortor cycle, 94 Honda Wagon \$800 each or \$1400 for both. Contact Bruce (978) 249-3085

Boats & Motors

1994 LUND PONTOON BOAT 24' w/2012 Yamaha 4 stroke motor & 2 axle trailer. \$9000/B.O. 413-773-0288

READERS BEWARE

On occasion ads that run in our newspaper may require an initial investment, such as "Work At Home" ads. We do try to screen ads; however, please thoroughly investigate the situation before sending any money or giving out your credit card numbers, as you do so at your own risk! Also be aware that ads that have a 900 telephone is an "extra charge (per minute) call". While 800 telephone numbers cost nothing to call, they may refer you to a 900 number with a charge per minute. So please be careful!

Legals

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 15, 2019 at 6:00 pm at the John Zon Community Center, 35 Pleasant Street Greenfield, MA 01301. The proposed Cannabis Cultivation Facility is anticipated to be located at 180 Laurel Street, Greenfield, MA 01301. There will be an opportunity for the public to ask questions.

July 8

31249

Legals

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 15, 2019 at 6:00 pm at the John Zon Community Center, 35 Pleasant Street, Greenfield, MA 01301. The proposed Cannabis Retail Facility is anticipated to be located at 180 Laurel Street, Greenfield, MA 01301. There will be an opportunity for the public to ask questions.

July 8

31252

Legals

INVITATION FOR BIDS: The Franklin Regional Council of Governments (FRCOG) will accept sealed bids for the supply and delivery of a new or used RESCUE TRUCK on behalf of the Charlemont Fire Department per the specifications available for download from https://frcog.org/bids. Sealed bids, plainly marked "CHARLEMONT FIRE DEPT RESCUE TRUCK IFB 20190722" on the envelope will be received by the FRCOG, 12 Olive St, # 2, Greenfield, MA 01301, until July 22, 2019 at 2pm. at which time they will be publicly opened and read aloud. FRCOG and the Town of Charlemont / Fire Department, the awarding authority, reserve the right to accept or reject any or all bids in total or in part as they may deem to be in the best public interest.

July 8

31233

Legals

Town of Phillipston PUBLIC HEARING NOTICE

The Phillipston Selectboard will conduct a Public Hearing on Monday, July 15, 2019 at 7:00 p.m. in the Training Room at the Fire Station, 90 State Road, Phillipston, Massachusetts, to receive public comment on the following proposed general bylaw changes:

- Amend Article XXVI - Public Consumption or Use of Marijuana or Tetrahydrocannabinol, to rename the article and to establish limits on the number of adult use marijuana retailers and establishments; and

- Amend Article II, Section 6 - regarding the method of counting votes at Town Meeting; and

- Amend Article V - Finance Committee, Section 1, to address potential conflicts of interest.

A copy of the proposed bylaw changes are available for inspection during business hours in the Town Clerk Office in Town Hall. All interested persons are welcome to attend and comment on the proposed bylaw. The meeting space is handicapped accessible.

On behalf of the Board of Selectmen
Kevin Flynn, Chief Administrative Officer
July 1, July 7, 2019

30865

Legals

(SEAL)
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
19 SM 002944
ORDER OF NOTICE

TO:
Joshua K. McComb and Breanne M. McComb

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901 et seq.:

Lakeview Loan Servicing, LLC

claiming to have an interest in a Mortgage covering real property in Montague, numbered 454 Turners Falls Road, given by Joshua K. McComb and Breanne M. McComb to Mortgage Electronic Registration Systems, Inc., as Nominee for Mortgage Network, Inc., dated July 29, 2016, and recorded at Franklin County Registry of Deeds in Book 6891, Page 255, and now held by Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

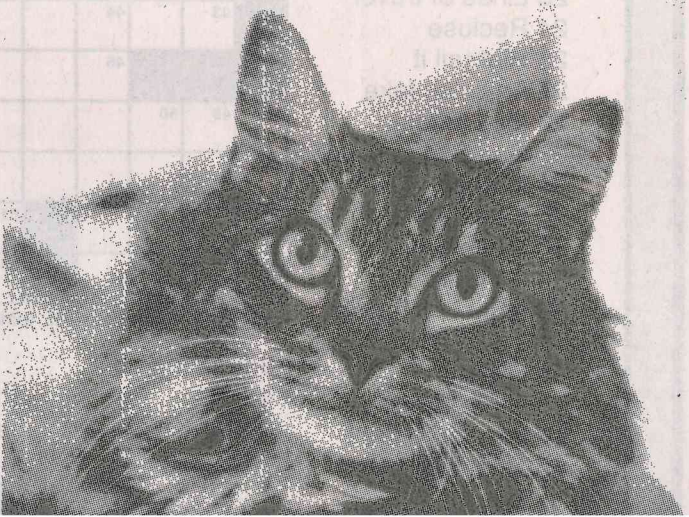
If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before August 5, 2019 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness GORDON H. PIPER,
Chief Justice of this Court on June 20, 2019

Attest

Deborah J. Patterson
Recorder
July 8

31173



GREENERSIDE HOLDINGS, LLC
62 HAROLD STREET
BOSTON, MA 02119

ATTACHMENT
"B"

July 5, 2019

Via Regular Mail

TOWN OF GREENFIELD
14 COURT SQUARE
GREENFIELD MA 01301

Re: Community Meeting – Cannabis Cultivation and Retail at 180 Laurel Street,
Greenfield, MA 01301 (the "Property")

Dear Sir/Madam:

On behalf of Greenerside Holdings, LLC, I'm pleased to invite you, your family and/or agents and representatives to a public meeting to discuss our proposed Marijuana Establishments and answer any questions from the community. The meeting will be held on July 15, 2019 at 6pm at the John Zon Community Center located at 35 Pleasant Street, Greenfield, MA 01301. We plan to develop 180 Laurel Street, Greenfield, MA 01301 into an integrated cannabis cultivation and retail facility.

We hope you will join us.

Very truly yours,

By:



Atakelti H. Desta, Esq.

GREENERSIDE HOLDINGS, LLC
62 HAROLD STREET
BOSTON, MA 02119

ATTACHMENT
"C"

July 5, 2019

Via Regular Mail

INGERSOLL CHERYL A
INGERSOLL RICHARD W
PO BOX 409
GREENFIELD MA 01302

Re: Community Meeting – Cannabis Cultivation and Retail at 180 Laurel Street,
Greenfield, MA 01301 (the "Property")

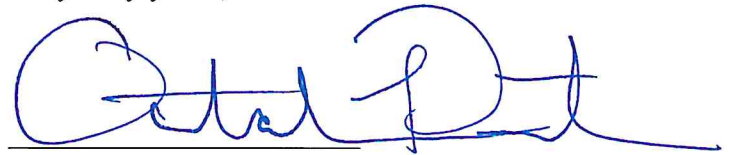
Dear Sir/Madam:

On behalf of Greenerside Holdings, LLC, I'm pleased to invite you, your family and/or agents and representatives to a public meeting to discuss our proposed Marijuana Establishments and answer any questions from the community. The meeting will be held on July 15, 2019 at 6pm at the John Zon Community Center located at 35 Pleasant Street, Greenfield, MA 01301. We plan to develop 180 Laurel Street, Greenfield, MA 01301 into an integrated cannabis cultivation and retail facility.

We hope you will join us.

Very truly yours,

By:

A handwritten signature in blue ink, appearing to read 'Atakelti H. Desta', written over a horizontal line.

Atakelti H. Desta, Esq.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Greenerside Holdings, LLC (“Greenerside”) will remain compliant at all times with the local zoning requirements set forth by the City of Greenfield (the “City”). Greenfield’s proposed cultivation and retail establishment will be simultaneously located at 180 Laurel Street Extension (the “Site”) in the City’s General Industry District (the “District”). Greenerside will apply for a Special Permit with the City’s Zoning Board of Appeals. Greenerside will also apply for any other local permits required to operate its marijuana establishment at the Site. Greenerside will comply with all conditions and standards set forth in any local permit required to operate a marijuana establishment at the Site.

Operating a marijuana establishment at the Site is in compliance with the City and the Commonwealth’s applicable zoning rules. In accordance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Under the City’s Zoning Ordinance (the “Ordinance”), the District has no minimum lot size and is a designated 43D Preferred Development Site. Marijuana cultivators and retailers (each, as defined under Section 200-2.1 of the Ordinance) are permitted generally by Special Permit pursuant to Section 200-7.17 of the Ordinance. A marijuana cultivator is permitted specifically in the District pursuant to Section 200-4.11 of the Ordinance. A marijuana retailer is permitted as an accessory use pursuant to Section 200-6.2 and by Special Permit pursuant to Section 200-4.11. The Company plans to apply for the Special Permit by demonstrating the requirements set forth in Sections 200-7.17(F) and 200-8.3 of the Ordinance. The building shall also meet the requirements set forth in Article V and the Table of Dimensional Requirements of the Ordinance. Other potentially relevant provisions include Sections 200-6.7 (Sign Regulations), 200-6.8 (Performance Standards), 200-6.11 (Driveways and entrances).

Greenerside has already attended several meetings with various municipal officials and boards to discuss Greenerside’s plans for a marijuana establishment and has executed a Host Community Agreement with the City. Greenerside will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Greenerside’s marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Greenerside Holdings, LLC (“Greenerside”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
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 are classified as areas of disproportionate impact.

To support such populations, Greenerside has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact residents of Roxbury and Dorchester, two neighborhoods of Boston that are recognized as areas of disproportionate impact.

Goals

In order for Greenerside to positively impact Roxbury and Dorchester, Greenerside will partner with the following non-profit organizations in order to promote responsible entrepreneurship, business development and community accountability in those communities: Nuestra Comunidad, Unity Circles, and METCO (collectively, hereinafter referred to as the “Organizations”).

- Nuestra Comunidad, Inc. is non-profit community-development corporation devoted to building wealth and enhancing the physical, economic, and social well-being of Roxbury and other underserved populations in greater Boston through a community-driven process that promotes self-sufficiency and neighborhood revitalization.
- Unity Circles, Inc. is a non-profit youth development corporation devoted to training and engaging youth to be active participants in healing and transforming their communities by developing social and emotional skills. Many of the youth participants derive from families in Roxbury and Dorchester who have drug convictions.
- Metropolitan Council for Educational Opportunity (METCO) is an organization that provides students with a strong academic foundation rich in cultural, educational, ethnic,

socioeconomic, and racial diversity, fostering the opportunity for children from Boston and from neighboring suburbs to develop a deeper understanding of each other in an integrated public school setting. Since its founding, the METCO program has enrolled tens of thousands of Boston students of color in participating school districts. Many students derive from Roxbury and Dorchester.

Specific Goals:

1. Every three years, Greenerside aspires to promote at least one business that exemplifies community values of Greenerside and the Organizations, and that is identified by a committee represented by members of the Organizations. Qualified candidates must be owned by an entrepreneur who resides or has resided (for a substantial period of time) in Roxbury or Dorchester. The Company seeks to promote the business by providing assets (time, organization skills, and finances) towards that entrepreneur's endeavor.
2. Similarly, Greenerside aspires to promote the values of the Organizations by helping organize and sponsor one (1) event for each Organization ("Nuestra Comunidad, Unity Circles, and METCO") each calendar year.

Programs

Greenerside plans to accomplish these goals set herein by implementing the following programs:

1. A tri-annual program (the "Entrepreneurial Program") to market amongst members of Nuestra Comunidad, whereby an entrepreneurial candidate is selected from an applicant pool, each of whom qualify as Dorchester or Roxbury residents and have limited access to capital. Greenerside will form a committee, consisting of at least one representative from each of the Organizations to assist in the application process, for which the criteria shall reflect a devoted interest in an entrepreneurial project and an adequate market information corroborating the project. The pool of candidates will represent, in addition to disproportionately impacted areas, diversity in business background and varied stages of business development. Greenerside will work with the selected candidate as an accelerator in further developing the project based on its needs, and producing a viable business plan, as well as assisting in fundraising or providing debt/equity funding (which will vary by project).
2. Greenerside will also sponsor at least one initiative and/or event promoted by each of the Organizations every year.

Greenerside will sponsor Nuestra's Annual Meeting and Celebration in October, 2020 which will aim to fundraise for Nuestra programs that serve areas of disproportionate

impact, including but not limited to foreclosure prevention, financial counseling, health and wellness, and green initiatives.

Greenerside pledges to sponsor Unity Circles' live annual fundraiser in November for Unity Circles programs that serve areas of disproportionate impact, including but not limited to curriculum transformation in schools, youth leadership development, response practice in schools and youth organizations, and the Community Accountability Apprenticeship recognition for 2020.

METCO is unsure about the academic year coming up as a result of the COVID-19 threat. Therefore, all events are off until school districts are complete planning in accordance with the Commonwealth's latest budget.

All events and proposed sponsorships are subject to implications that may arise from the complications and delays imposed by COVID-19.

3. In the event that Greenerside is not able to meet its commitments for COVID-19-related reasons and/or other unforeseeable reasons, Greenerside pledges to contribute 1% of its net revenue from the Marijuana Establishment to be allocated amongst the Organizations (see above definition) in advancement of their respective causes. See attached letter from each organization stating that each is willing to accept donations from your establishment.

Measurements

The Community Outreach Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Greenerside continues to meet its commitments. Such measurable outcomes, in accordance with Greenerside's programs include:

1. Meeting timeline milestones for implementing the Entrepreneurial Program. Milestones will include:
 - Promotional Period (Informational Sessions, Targeted Online Advertising, etc.)/Selection Criteria Drafted/Revised: (1 month)
 - Application Release Date
 - Application Deadline (2 months from Application Launch)
 - Interview Period (1 month)
 - Review Period (1 month)
 - Yield Period (2 weeks)
 - For Entrepreneurial Program: New one-year timeline will be established for enhancing market information, business plan development, seed funding and launch.

2. Success for the Entrepreneurial Program will be measured by the launch and/or financial growth (quantitative) of the selected project. Success will also be measured by a self-evaluation process conducted by the selected entrepreneur(s) using quantitative and qualitative metrics to assess the experience (i.e., rating scale and narratives) throughout the course of the Program. Finally, success will be measured by the numerical growth of the applicant pool from tri-annual term to term.
3. Success for promoting the values of the Organizations will be measured by the growth in attendance/participation (quantitative) for each of the Organizations' initiatives and/or events from year to year. The Organizations will also be afforded an opportunity to provide self-evaluative feedback of each initiative/event (qualitative).

Beginning upon receipt of Greenerside's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Greenerside will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Community Outreach Manager will review and evaluate Greenerside's measurable outcomes no less than six months from commencing operation to ensure that Greenerside is meeting its commitments. Greenerside acknowledges that demonstration of the Plan's progress and success will be documented and submitted to the Commission upon annual renewal, which shall commence one year from issuance of the provisional license and continue every year thereafter, whether or not the licensee has a final license.

Acknowledgements

- As identified above, Greenerside intends to donate to Nuestra Comunidad, Unity Circles, and METCO and acknowledges that each organization has been contacted and will receive the donation described herein. Enclosed in this package is a letter from each organization stating that it is willing to accept donations from Greenerside.
- Greenerside will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Greenerside will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



OUR COMMUNITY
WORKING TOGETHER

August 28, 2019

Greenerside Holdings
180 Laurel Street
Greenfield, MA 01301

To whom it may concern:

Nuestra Comunidad Development Corporation is pleased to confirm that we will accept a donation from Greenerside Holdings. By way of background, Nuestra is a non-profit community development corporation devoted to building the wealth and enhancing the physical, economic, and social well-being of Roxbury and other underserved populations in greater Boston through a community-driven process that promotes self-sufficiency and neighborhood revitalization.

A non-profit small business, Nuestra is one of Boston's oldest and most successful community development corporations. Since 1981, Nuestra has been a catalyst in the redevelopment of the Dudley Square, Roxbury, and North Dorchester neighborhoods. Led by a community-based board, Nuestra is in the business of creating communities of opportunity and equity for residents and businesses, where they can have a stable home, increase their income, improve neighborhood health and gain wealth.

Nuestra has a financial management team focused on the stewardship of donations such as Greenerside Holdings proposes to make. We ensure that such donations are used for our charitable purposes and are reported appropriately in our audited financial statements.

Thanks for your interest in supporting Nuestra Comunidad with a charitable donation.

Sincerely,

David Price
Executive Director

Unity Circles

Greenerside Holdings
18 Laurel Street
Greenfield, MA 01301

To whom it may concern:

Unity Circles is pleased to confirm that we will accept a donation from Greenerside Holdings. By way of background, Unity Circles is a non-profit youth development corporation devoted to training and engaging youth to be active participants in healing and transforming their communities.

Since 2012, Unity Circles has worked with Boston Public Schools and Universities in Boston to support youth in developing essential social and emotional skills to be change agents in their school community. In 2020, Unity Circles will expand its programming and efforts outside of public schools into the neighborhoods of Boston through our apprenticeship program that will train 18-25 year olds to hold accountability and restorative processes in response to harm in their own families and communities. Unity Circles strives to end youth violence by teaching youth skills to support community healing, resilience and transformation.

Unity Circles has a financial management system that will support the donations Greenside Holdings proposes to make. We ensure that such donations are used for our charitable purposes and are reported appropriately in our audited financial statements.

Thanks for your interest in supporting Unity Circles with a charitable donation.

Sincerely,



Valleria Miranda-Ferrick
Executive Director



Metropolitan Council For Educational Opportunity

40 Dimock Street,
Roxbury, MA 02119
Telephone: 617-427-1545 Fax: 617-541-0550
www.metcoinc.org

October 2, 2019

Greenerside Holdings
180 Laurel Street
Greenfield, MA 01301

To Whom it May Concern,

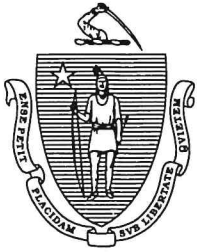
We are grateful for the opportunity to be a beneficiary of donated funds from Greenerside Holdings.

The Metropolitan Council for Educational Opportunity, Inc. (METCO) provides students with a strong academic foundation rich in cultural, educational, ethnic, socioeconomic, and racial diversity, fostering the opportunity for children from Boston and from neighboring suburbs to develop a deeper understanding of each other in an integrated public school setting. Since its founding, the METCO program has enrolled tens of thousands of Boston students of color in participating school districts.

METCO Headquarters is committed to providing tailor-made programming that supports student success. From after school tutoring, college prep, and rigorous summer school; to professional development for our district staff members - donated funds provide the backbone of our program support, and are very much appreciated.

Thank you again for your kind generosity,

Milly Arbaje-Thomas
CEO, METCO, Inc.



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

William Francis Galvin
Secretary of the
Commonwealth

July 19, 2019

TO WHOM IT MAY CONCERN:

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

GREENERSIDE HOLDINGS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 19, 2019**.

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 or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; 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: **JAISON CRAMER, RICHARD FERRARA**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **JAISON CRAMER, RICHARD FERRARA**



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



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



000057
GREENERSIDE HOLDINGS, LLC
62 HAROLD ST
BOSTON MA 02119-1625

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREENERSIDE HOLDINGS, 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, 8:30 a.m. to 4:30 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

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No.: 84-2362662

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

Greenerside Holdings, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: June 4, 2019

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Applying for a license with the Cannabis Control Commission.

(5) The business address of its principal office:

62 Harold Street
Boston, MA 02119

(6) The business address of its principal office in the Commonwealth, if any:

62 Harold Street
Boston, MA 02119

(7) The name and business address, if different from principal office location, of each manager:

Jaison Cramer

62 Harold Street
Boston, MA 02119

Richard Ferrara

299 Broadway, #1405
New York, NY 10007

- (8) The name and business address 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

Jaison Cramer

62 Harold Street
Boston, MA 02119

Richard Ferrara

299 Broadway #1405
New York, NY 10007

- (9) The name and street address of the resident agent in the Commonwealth:

Atakelti Desta, Esq.

c/o Rich May, P.C.
176 Federal Street, 6th Floor
Boston, MA 02110

- (10) The latest date of dissolution, if specified: _____

- (11) Additional matters:

Source: U.S. Army, War Relocation Authority, National Archives.

understanding of the above limited liability company, consent to the Assignment is hereby given to C. L. #176C, 5-49
for and on behalf of the company. [Signature]

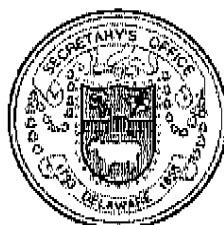
[illegible]

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "GREENERSIDE HOLDINGS, LLC" IS DULY
FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD
STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS
OFFICE SHOW, AS OF THE SIXTEENTH DAY OF JULY, A.D. 2019.



7452212 8300

SR# 20195969133

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203220135

Date: 07-16-19

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:

July 19, 2019 01:14 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Greenerside Holdings, LLC
2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By: 
Authorized Person

Name: Atakelti H. Desta, Esq.
Print or Type

GREENERSIDE HOLDINGS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of March 20, 2019

GREENERSIDE HOLDINGS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement of Greenside Holdings, LLC (the “**Company**”), dated as of March 20, 2019, is made by and among the Members (as defined below).

WHEREAS, the Certificate of Formation for the Company will be filed in the office of the Delaware Secretary of State; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement (a) certain capitalized terms have specifically defined meanings which are either set forth or referred to below in this Article 1, (b) references to “Articles”, “Exhibits” and “Sections” are to Articles, Exhibits and Sections of this Agreement unless explicitly indicated otherwise, (c) references to statutes include all rules and regulations thereunder, and all amendments and successors thereto from time to time, (d) accounting terms not otherwise defined herein have the meaning provided under generally accepted accounting principles in the United States and (e) the word “including” shall be construed as “including without limitation”.

“**Act**” means the Delaware Limited Liability Company Act, 6 Del.C. Section 18-101, et seq., as amended from time to time.

“**Adjusted Capital Account**” for a Member means such Member’s Capital Account reduced by the net adjustments, allocations and distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) which, as of the end of the Company’s taxable year are reasonably expected to be made to such Member, and increased by the sum of the amounts a Member is deemed obligated to contribute to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or is deemed obligated to restore pursuant to the penultimate sentence of Treasury Regulation Section 1.704-2(g)(1) and the penultimate sentence of Treasury Regulation Section 1.704-2(i)(5). This definition of “Adjusted Capital Account” is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“**Affiliate**” means with respect to any specified Person, any Person that directly or through one or more intermediaries controls or is controlled by or is under common control with the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Limited Liability Company Agreement of the Company, as amended, restated or modified from time to time.

“Approved Budget” is defined in Section 6.12.

“Book Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, provided, however, that (i) upon a contribution of an asset in kind and (ii) in the circumstances described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the Book Values of all the Company’s assets, shall be adjusted to their respective fair market values and shall thereafter be adjusted in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

“Capital Account” means, as to each Member, the Capital Account maintained on the books of the Company for such Member in accordance with Section 4.1.

“Capital Contribution” means with respect to any Member, the sum of (a) the amount of money plus (b) the fair market value of any other property (net of liabilities assumed or to which the property is subject) contributed to the Company with respect to the Interest held by such Member pursuant to this Agreement.

“Certificate” means the Certificate of Formation of the Company and any amendments thereto and restatements thereof filed on behalf of the Company with the Delaware Secretary of State pursuant to the Act.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commission” means the Cannabis Control Commission of the Commonwealth of Massachusetts.

“Consent of the Members” means either (i) the approval of the Members at a meeting in accordance with Section 6.6, or (ii) the written consent of the Members in accordance with Section 6.8.

“Company” means the limited liability company formed by the filing of the Certificate in accordance with the Act.

“Deadlock Event” is defined in Section 6.7.

“Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by Consent of the Members.

“Distributable Cash” is defined in Section 5.2.1.

“Fiscal Year” means the fiscal year of the Company, which shall be the calendar year, or such other fiscal year as determined by the Members.

“Indemnified Persons” is defined in Section 10.1.

“Interest” means all, or any portion of, the legal and beneficial ownership interests in, and rights and duties as a Member of, the Company, including, without limitation, the right to share in Net Profits and Net Losses, the right to receive distributions of cash and other property from the Company, the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from the Company, and, to the extent entitled under this Agreement, the right to vote on any matters that the Members are entitled to under this Agreement. For the avoidance of doubt, a holder’s Interest includes the Units owned by such holder.

“Licenses” means any and all “final licenses,” as defined under 935 CMR 500.103(2), obtained by the Company and issued by the Commission to operate a cannabis and/or marijuana establishment, as defined in 935 CMR 500, within the Commonwealth of Massachusetts.

“Members” means the Persons listed as members on Exhibit 3.1 and any other Person that both acquires an Interest in the Company and is admitted to the Company as a Member.

“Minimum Gain” means such amount as determined in accordance with the provisions of Treasury Regulation Section 1.704-2(d).

“Net Profits” and **“Net Losses”** mean the taxable income or loss, as the case may be, for a period as determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be separately stated pursuant to Code Section 703(a) (1) shall be included in taxable income or loss) computed with the following adjustments:

(i) To the extent required by Treasury Regulation Section 1.704-1(b) (2), items of gain, loss, and deduction shall be computed based upon the Book Values of the Company’s assets rather than upon such assets’ adjusted bases for federal income tax purposes (if different);

(ii) Any tax-exempt income received by the Company shall be included as an item of gross income;

(iii) The amount of any adjustments to the adjusted bases (or Book Values if clause (i) above applies) of any assets of the Company pursuant to Code Section 743 shall not be taken into account; and

(iv) Any expenditure of the Company described or treated as being described in Code Section 705(a)(2)(B) shall be treated as a deductible expense.

(v) Upon adjustment of the Book Value of Company property pursuant to clauses (ii) and (iii) in the definition of Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property

Any items which are specially allocated pursuant to Section 5.1.4 hereof shall not be taken into account in computing Net Profits or Net Losses. The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.1.4 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (iv) of this definition.

“Nonrecourse Deduction” means such amount as determined in accordance with the provisions of Treasury Regulation Section 1.704-2(b)(1).

“Percentage Interest” shall be the percentage interest set forth in Exhibit 3.1, as amended from time to time and subject to adjustment pursuant to Section 3, calculated by dividing the number of Units held by a Member or holder by the total number of Units outstanding held by all Members and holders.

“Person” means an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, unincorporated entity of any kind, governmental entity or any other legal entity.

“Priority Status Requirement” means the criteria for priority status during the License Application Process (as defined in Section 2.9.1).

“Regulatory Allocations” is defined in Section 5.1.4(e).

“Reserve” is defined in Section 3.5.3.

“Sale of the Company” means a change in ownership or control effected through any one or more of the following pursuant to one or a series of transactions:

(a) a merger or consolidation in which the Company is a party, provided, however, that a conversion of the form of the Company shall not be deemed *per se* to be a Sale of the Company;

(b) any one Person, or more than one Person acting as a group, acquires ownership of equity interests of the Company that, together with equity interests previously held by the acquiror, constitutes more than fifty (50%) percent of the total fair market value or total voting power of the Company’s equity interests. If any one Person, or more than one Person acting as a group, is considered to own more than fifty (50%) percent of the total fair market value or total voting power of the Company’s equity interests, the acquisition of additional equity interests by the same Person or Persons acting as a group does not cause a change in ownership. Similarly, a reorganization of the Company shall not be deemed to cause a change in ownership. An increase in the percentage of equity interests owned by any one Person, or Persons acting as a group, as a result of a transaction in which the entity acquires its equity interests in exchange for property, is treated as an acquisition of equity interests; or

(c) any one Person, or more than one Person acting as a group, acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by that Person or Persons acting as a group) assets from the Company that have a total gross fair

market value equal to at least seventy percent (70%) of the total gross fair market value of all the Company's assets immediately prior to the acquisition or acquisitions. If any one Person, or more than one Person acting as a group, is considered to own more than fifty (49%) percent of total gross fair market value of all the Company's assets, the acquisition of additional assets from the Company by the same Person or Persons acting as a group does not cause a change in ownership. Gross fair market value means the value of the Company's assets, or the value of the assets being disposed of, without regard to any liabilities associated with these assets.

"Section 704(c) Allocations" is defined in Section 5.1.6.

"Securities Act" is defined in Section 8.6.1.

"Tax Distribution" means a distribution to one or more Members made by the Company pursuant to Section 5.2.2.

"Tax Matters Representative" is defined in Section 7.6.

"Terminated Member" is defined in Section 3.5.1.

"Termination Date" is defined in Section 3.5.1.

"Transfer" means a sale, assignment, pledge, encumbrance, abandonment, disposition or other transfer, including, but not limited to, any voluntary or involuntary transfer, effected by operation of law, divorce or otherwise.

"Treasury Regulations" means the regulations promulgated by the United States Department of the Treasury under the Internal Revenue Code, as amended from time to time.

"Units" is defined in Section 3.1.

ARTICLE 2 FORMATION AND PURPOSE

2.1 **Formation.** The Company was formed as a limited liability company in accordance with the Act by the filing of the Certificate with the Delaware Secretary of State. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 **Name.** The name of the Company is Greenside Holdings, LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Members deems appropriate. The Members shall file, or shall cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Members consider appropriate.

2.3 Registered Office/Agent. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Company may, upon compliance with the applicable provisions of the Act, change its registered office or registered agent from time to time in the discretion of the Members.

2.4 Term. The term of the Company shall continue indefinitely unless sooner terminated as provided herein. If the filing of a certificate of cancellation is required by the Act, the existence of the Company as a separate legal entity shall continue until the filing of such certificate in the manner required by the Act.

2.5 Purpose. The general purpose of the Company is to (i) engage in all aspects of the cannabis industry in Massachusetts, (ii) engage in any business or activities related thereto or useful in connection therewith and (iii) engage in any other business permissible under the Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and to operate its business.

2.6 Certificate. Such individuals as may be designated from time to time by the Members are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Certificate and any other certificates and any amendments or restatements thereof which are allowed or required to be filed pursuant to the Act and any other certificates and any amendments or restatements thereof necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.7 Principal Office. The principal executive office of the Company shall be located initially at 62 Harold Street, Boston, MA 02119. The Members may establish and maintain such additional offices and places of business of the Company, either within or without the State of Delaware or Commonwealth of Massachusetts, as it deems appropriate.

2.8 Admission. Upon the execution of this Agreement or a counterpart of this Agreement, together with any other documents or instruments required by the Members in connection therewith, and the making of the Capital Contribution (if any) specified to be made at such time, other Persons may be admitted to the Company as a Member of the Company.

2.9 Licensure.

2.9.1 Application for Licensure. The Members agree to cooperate with each other and use all reasonable efforts (i) to obtain the License from the Commission and (ii) to ensure compliance with all rules and regulations related to the cannabis industry as set forth by the Commonwealth of Massachusetts under 935 CMR 500 (the “**Massachusetts Cannabis Code**”), including those rules governing the Priority Status Requirement. For purposes of this Agreement, the “**License Application Process**” means the process during which the Commission shall review the Company’s application for licensure, and which shall end on the

occurrence of 1) dissolution of the Company or 2) approval or denial of the License by the Commission.

2.9.2 License Contingency. This Agreement and the existence of the Company is subject to and conditioned upon the Commission's approval for and issuance of at least one (1) license to operate a recreational cannabis establishment within the Commonwealth of Massachusetts in accordance with Section 2.9.1 above. If the License is (i) denied by the Commission for reasons deemed incurable or is denied by the Commission at the appeals process stage or (ii) the License is not obtained within six (6) months of the date of this Agreement, or (iii) all Licenses obtained by the Company are revoked by the Commission, then the Company shall dissolve in accordance with Section 9.2 and the terms of the Agreement shall terminate except for those stated in Section 3.5. If the License is denied for reasons deemed curable by the Commission or the License is issued with conditions, then the Parties will use all reasonable efforts to cure its Application or satisfy the conditions stipulated by the Commission.

ARTICLE 3 MEMBERSHIP AND CAPITAL CONTRIBUTIONS

3.1 Members. The Members of the Company are those Persons listed on Exhibit 3.1 attached hereto, as amended from time to time. Except as otherwise provided for in this Agreement, the right of a Member to share in the profits and losses of, and the right to receive distributions from, and voting rights in, the Company shall be represented by such Member's Units and Percentage Interest which shall be set forth after such Member's name and Percentage Interest on Exhibit 3.1. The initial number of Units shall equal 100,000 (the "**Units**"). Notwithstanding any provision to the contrary contained herein, each Unit shall have one (1) vote. Each Member shall make the Capital Contribution described for that Member on Exhibit 3.1 at the time and on the terms specified on Exhibit 3.1 (to the extent not previously paid to the Company). The value of the initial contributions shall be as set forth on Exhibit 3.1. Without limiting the foregoing, where services have been, or are to be, performed by a Member or property is to be contributed by a Member as a part of that Member's Contribution, for all purposes hereunder (including the establishment of Capital Accounts), such services shall be accorded the cash value reflected on Exhibit 3.1. Except as otherwise provided in this Section 3, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by the Member, or to receive any other payment in respect to the Member's Units, except as specifically provided in this Agreement.

3.3 Additional Members and Units. The Members may issue Units and admit Persons as Members in exchange for such contributions to capital (including commitments to make contributions to capital) or such other consideration (including past or future services) and on such terms and conditions as the Members shall determine to be appropriate.

3.4 Capital Contributions. Each Member's Capital Contribution, if any, whether in cash or in-kind, and the Units issued to such Member shall be as set forth in Exhibit 3.1 at the time and on the terms specified on Exhibit 3.1, subject to the commitments specified in Section 3.5 below. Any in-kind Capital Contributions shall be effected by a written assignment or such

other documents as the Members shall direct. Any Member making an in-kind Capital Contribution agrees from time to time to perform such further acts and execute such further documents as the Members may direct to perfect the Company's interest in such in-kind Capital Contribution.

3.5 Initial Budget. Notwithstanding Section 2.9.2, the Company shall use the cash capital contributions to advance the application (the "Pre-License Expenditures") for the License pursuant to Section 2.9.1 and in accordance with the Initial Budget (the "Initial Budget"), attached hereto as Exhibit 3.5. In the event of dissolution, the Pre-License Expenditures, which shall include but are not limited to those made toward government filing, real property, equipment and legal and accounting services, shall be treated and allocated, among the Members, as losses pro-rata in accordance with the amount of their respective cash capital contributions.

3.6 Surety Bond. Pursuant to the requirements of Section 101(1)(a)(5) of the Massachusetts Cannabis Code, the Company shall use the cash Capital Contributions to secure a surety bond in an amount of no less than \$5,000 to support the dissolution and winding down of the Company, as specified on Exhibit 3.1 and Exhibit 3.5. The Surety will be determined by Consent of the Members.

ARTICLE 4 CAPITAL ACCOUNTS

4.1 Capital Accounts.

4.1.1 A separate account (a "Capital Account") shall be maintained for each Member and adjusted in accordance with Treasury Regulation Section 1.704-1(b). Without limitation of the foregoing, there shall be credited to each Member's Capital Account the amount of such Member's Capital Contribution as of the date, and to the extent, that such Capital Contribution has been received, and such Member's allocable share of Net Profits (and any items in the nature of income or gain separately allocated to such Member); and there shall be charged against each Member's Capital Account the amount of all distributions to such Member (including the fair market value of assets distributed in kind net of liabilities secured by such assets that such Member is considered to assume or take subject to) and such Member's allocable share of Net Losses (and any items in the nature of losses or deductions separately allocated to such Member).

4.1.2 If the Company at any time distributes any of its assets in kind to any Member, the Capital Account of each Member shall be adjusted immediately prior to such distribution to account for each Member's allocable share of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values on the date of the distribution, as determined in good faith by the Members.

4.1.3 The Company may, at the reasonable discretion of the Members, revalue Company property as permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the event of such a revaluation, the Capital Accounts of the Members shall be adjusted in accordance

with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g) and subsequent distributive shares of depreciation, depletion, amortization, gain, or loss with respect to revalued property, as computed for tax purposes, shall take into account any variation between the adjusted tax basis and Book Value of such property in the same manner as under Code § 704(c) and the Treasury Regulations thereunder.

4.1.4 In the event that all or a portion of the Units of a Member are transferred in accordance with this Agreement, the transferee (whether or not admitted as a Member) of such Units shall also succeed to all or the relevant portion of the Capital Account of the transferor (based on the ratio of the number of Units of each class held by the transferor immediately before the transfer to the number of Units of such class transferred). Units held by a Member may not be transferred independently of the Interest to which the Units relate.

4.1.5 No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company). Except as otherwise set forth herein, no interest shall be paid to any Member with respect to such Member's Capital Contributions or Capital Account.

ARTICLE 5

ALLOCATIONS OF PROFIT AND LOSS; DISTRIBUTIONS

5.1 Allocation of Net Profits and Net Losses.

5.1.1 Except as otherwise provided in Section 5.1.4, Net Profits and Net Losses shall be allocated among the Members in such a manner that, as of the end of each taxable year of the Company (or as of such earlier date on which an allocation is required or appropriate), the sum of (i) the Capital Account of each Member, (ii) such Member's share of Minimum Gain determined pursuant to Treasury Regulation Section 1.704-2(g) and (iii) such Member's share of "partner non-recourse debt minimum gain" (as determined according to Treasury Regulation Section 1.704-2(i)(5)) shall be equal to the amount which would be distributed to such Member under this Agreement if the Company were to sell all its assets for an amount of cash equal to the Book Value of those assets and all of the cash of the Company remaining after payment of all liabilities (in the case of nonrecourse liabilities limited to the Book Value of assets securing repayment of such liabilities) of the Company were distributed in liquidation immediately following the end of the taxable year in accordance with Section 6.2.1 below.

5.1.2 Subject to the provisions of Section 5.1.3 below, with respect to the allocation of Net Losses or Net Profits pursuant to this Section 5.1 among the Members for any Fiscal Year in which an additional or substitute Member is admitted to the Company or in which a Transfer of Units is made, all Net Losses or Net Profits so allocable shall be allocated in a manner that takes into account the varying ownership of Units during such Fiscal Year as determined by the Members using any permissible method under Code Section 706 and the Treasury Regulations thereunder. In no event shall a retroactive allocation of Net Losses be made pursuant to this Section 5.1.

5.1.3 Upon each admission of an additional Member or upon each transfer of Units after the execution of this Agreement by the parties hereto, the Company's Net Profits or Net Losses for the fiscal period ending on the day before such admission shall be allocated among the Members immediately before such admission. Thereafter a Capital Account shall be established for the newly-admitted Member.

5.1.4 Special Allocations. Notwithstanding the provisions of Sections 6.1.1 through 6.1.3 above, the following special allocations shall be made in the following order:

(a) Limitation on Losses. In no event shall Net Losses (or items thereof) of the Company be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account. Instead, any such Net Losses (or items thereof) shall be reallocated to Members with positive balances in their Adjusted Capital Accounts in proportion to such positive balances.

(b) Minimum Gain Chargeback. Except as set forth in Treasury Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Member, before any other allocation pursuant to this Article 6, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease of Minimum Gain, computed in accordance with Treasury Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 5.1.4(b) shall be made first from gain recognized from the disposition of Company assets subject to non-recourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 5.1.4(b) shall constitute a "minimum gain chargeback" under Treasury Regulation Section 1.704-2(f). With respect to a net decrease in partner loan minimum gain (determined in accordance with the provisions of Treasury Regulation Section 1.704-2(i)), items of gross income or gain shall be specially allocated in a manner consistent with the principles of the preceding sentence and Treasury Regulation Section 1.704-2(i)(4).

(c) Qualified Income Offset. If, during any year a Member receives any adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), and, as a result of such adjustment, allocation or distribution, such Member's Adjusted Capital Account has a negative balance, then items of gross income and gain for such year (and, if necessary, subsequent years) shall first be allocated to such Member in the amount necessary to eliminate such negative balance as quickly as possible. This Section 5.1.4(c) is intended to constitute a "qualified income offset" provision within the meaning of the above Treasury Regulations, and shall be so interpreted.

(d) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year shall be allocated to the Members in equal amounts and in a manner consistent with the principles of Treasury Regulations Section 1.704-2(e). Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of

loss with respect to the debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i)(1).

(e) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.1.4(e) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 5.1.4 have been tentatively made as if this Section 5.1.4(e) and Section 6.1.4(f) hereof were not in the Agreement.

(f) Curative Allocations. The allocations set forth in subsections (a) through (d) of this Section 5.1.4 (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.1.4(f). Therefore, notwithstanding any other provision of this Section 5.1 (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 5.1.1. In exercising its discretion under this Section 5.1.4(f), the Members shall take into account future Regulatory Allocations under Section 5.1.4(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 5.1.4(d).

5.1.5 Solely for purposes of determining a Member’s proportionate share of the “excess nonrecourse liabilities” of the Company within the meaning of Treasury Regulation Section 1.752-3(a)(3), the Members’ interests in Company profits shall be in equal amounts, unless otherwise determined by the Members.

5.1.6 Tax Allocations. The respective interests of the Members in the Net Profits and Net Losses and specially allocated items thereof shall remain as set forth above unless changed by amendment to this Agreement or by an assignment of interests as authorized by the terms of this Agreement. Except as otherwise provided herein, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses and specially allocated items; provided, however, that if, as a result of clause (i) of the definition of Net Profits and Net Losses, the Book Value of any property of the Company was used in computing Net Profits or Net Losses, then items of income, gain, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Book Value in the manner provided for under Code Section 704(c) (“**Section 704(c) Allocations**”). The Members shall elect the method under which Section 704(c) Allocations will be made for each item of Company property. A Code

Section 754 election may be made for the Company at the sole discretion of the Members. In the event of any adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or Code Section 743(b) pursuant to a Code Section 754 election by the Company, subsequent allocations of tax items shall reflect such adjustment consistent with the Treasury Regulations promulgated under Sections 704, 734 and 743 of the Code.

5.1.7 Limitations on Allocations to Holders of Units. Notwithstanding any other provision of this Article 6, to the extent that any Member has been granted any Units that, by the terms of such grant or by agreement, entitle the holder to receive less than the full amount of allocations of Net Profits otherwise allocable with respect to such class or series of Units generally, then the provisions of such grant or agreement shall supersede such holder's rights under this Article 5 and the amount of reduction in allocations to such holder shall be made to all other Members in accordance with this Article 6.

5.2 Distributions.

5.2.1 Distribution from Operations or Transactions. Except as provided in Sections 5.2.2. and 9.3.2, and subject to Section 5.2.6, distributions of cash from operations or capital transactions in excess of the reasonable business needs of the Company ("**Distributable Cash**") and distributions of securities and other non-cash assets held by the Company may be made at such times and in such amounts as may be determined from time to time by the Members in its sole discretion, provided that such distributions, when made, are made to the Members in equal amounts (50/50), unless otherwise determined by Consent of the Members.

5.2.2 Tax Distribution. To the extent that there is Distributable Cash, prior to making any distributions pursuant to Section 6.2.1, the Members shall authorize distributions to each Member at times and in amounts intended to assist each such Member in paying such Member's income tax liabilities for a Fiscal Year arising from the allocations made pursuant to Section 6.1 hereof (the "**Tax Distributions**"). The amount of any Tax Distributions distributable pursuant to this Section 5.2.2 shall be an amount which will provide each such Member with sufficient funds to pay such Member's respective federal and state income tax liability for such Fiscal Year as estimated by the Members resulting from such Member's allocation of items of income, gain, loss and deduction for such Fiscal Year. In making such estimation, the Members shall presume that (i) all of the Members reside in the same state, (ii) such state is the state with the highest marginal rate among all of the states in which the Members of the Company reside, (iii) each of the Members is taxable at the highest combined state and federal marginal rate, and (iv) each Member's taxable income for a Fiscal Year may be offset by prior allocations of loss to such Member (which have not been previously absorbed by income under this clause). Any Tax Distributions made pursuant to this Section 5.2.2 shall constitute advances on distributions to be made under Section 5.2.1. Accordingly, the amount of any distribution made to any Member pursuant to Section 5.2.1 shall be reduced by the amount of any Tax Distribution made to such Member pursuant to this Section 5.2.2, and the amount so distributed under this Section 5.2.2 shall be deemed to have been distributed pursuant to Section 5.2.1 to the extent of such reduction.

5.2.3 Certain Payments. Payment of the following amounts shall be treated as distributions made (pursuant to Sections 6.2.1 and 6.2.2) to any Member on whose behalf such payments were made:

(a) expenses incurred by the Company in connection with the preparation and filing of any tax returns or similar reports required to be filed by or on behalf of such Member by reason of such Member's participation in the Company, with any related deductions deemed a deduction of such Member and not of the Company for the purpose of computing Company Net Profits or Net Loss;

(b) amounts properly withheld by the Company to be paid to any governmental entity as a withholding tax with respect to such Member's income from the Company, with any related deductions deemed a deduction of such Member and not of the Company for the purpose of computing Company Net Profits or Net Loss; and

(c) any tax paid by the Company because of such Member's particular status, with any related deductions deemed a deduction of such Member and not of the Company for the purpose of computing Company Net Profits or Net Loss.

5.2.4 Form of Distributions; Accounting for Distributions. The Members may elect to distribute cash, securities or other non-cash assets or any combination thereof pursuant to Section 5.2. No fractional shares of securities shall be distributed. To the extent reasonably practicable, distributions of securities or other non-cash assets shall be made on a pro rata basis based on the amount that each such Member receiving a distribution is entitled. In the event any portion of a distribution pursuant to Section 5.2 hereof is made in securities or non-cash assets, the fair market value of such securities or non-cash assets shall be determined as of the date of distribution by the Members and each Member receiving such distribution shall have his or her Capital Account debited with the fair market value of the securities or non-cash assets distributed to him or her.

5.2.5 No other Distributions or Withdrawals. Except as the Members may determine pursuant to this Section 5.2, or as may otherwise be expressly provided in this Agreement, no Member shall have any right to withdraw or receive any cash or other property from the Company.

5.2.6 Withholding. All amounts withheld pursuant to the Code or any other provision of tax laws with respect to any payment or distribution to the Members of the Company shall be treated as amounts distributed to the Member or Members subject to such withholding obligation in accordance with this Agreement and, accordingly, shall be credited to each Member as if such Member had received such distribution in accordance with Section 6.2.1.

ARTICLE 6

STATUS, RIGHTS AND POWERS OF MEMBERS

6.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Indemnified Person shall be obligated personally for any such debt, expense, obligation or liability of the

Company solely by reason of being a Member or Indemnified Person. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, obligations or liabilities of the Company. No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

6.2 Return of Distributions of Capital. Except as otherwise expressly required by law, a Member, in such capacity, shall have no liability for obligations or liabilities of the Company in excess of (a) the amount of such Member's Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company and (c) to the extent required by law, the amount of any distributions wrongfully distributed to such Member. Except as required by law, no Member shall be obligated by this Agreement to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company; provided, however, that if any court of competent jurisdiction holds that, notwithstanding this Agreement, any Member is obligated to return or pay any part of any distribution, such obligation shall bind such Member alone and not any other Member or any manager; provided, further, however, that if any Member is required to return all or any portion of any distribution under circumstances that are not unique to such Member but that would have been applicable to all Members if such Members had been named in the lawsuit against the Member in question (such as where a distribution was made *pro rata* to all Members and rendered the Company insolvent, but only one Member was sued for the return of such distribution), the Member that was required to return or repay the distribution (or any portion thereof) shall be entitled to reimbursement from the other Members that were not required to return the distributions made to them *pro rata* based on each such Member's share of the distribution in question. The provisions of the immediately preceding sentence are solely for the benefit of the Members and shall not be construed as benefiting any third party. The amount of any distribution returned to the Company by a Member or paid by a Member for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to such Member.

6.3 Management. The Members shall have the exclusive power and authority to manage the business and affairs of the Company, to make all decisions with respect thereto and to do any and all acts necessary or convenient to or in furtherance of the purposes described herein, including all powers, statutory or otherwise, granted by the Act to the Members. Except as specifically provided below, all acts of the Members must be approved by a vote approved by the Members holding, in the aggregate, more than sixty-six and two thirds percent (66 2/3%) of the outstanding Percentage Interests. The Company shall not without the unanimous vote or written consent of all the Members:

- (a) merge, consolidate or convert the Company with or into any other Person, or modify the terms of this Agreement in connection therewith;
- (b) effectuate a Sale of the Company;
- (c) borrow money, obtain credit, issue notes, or debentures in excess of one hundred thousand dollars (\$100,000) in the aggregate, unless otherwise set forth in an Approved Budget for such Fiscal Year;

- (d) grant a security interest in, mortgage, pledge, transfer or lease all, or a substantial portion, of the assets of the Company;
- (e) make an investment in or acquire the securities of any Person;
- (f) give any guarantee or indemnity or become a surety, guarantor or accommodation party to any obligation;
- (g) form any subsidiary or joint venture;
- (h) voluntarily file for bankruptcy or consent to action brought by any other Person under any bankruptcy or similar statute, or consent to or make any assignment for the benefit of creditors;
- (i) dissolve the Company;
- (j) undertake any act which would make it impossible to carry on the ordinary business of the Company;
- (k) amend to the Certificate of Formation of the Company other than pursuant to Section 11.2;
- (l) make distributions, other than Tax Distributions, or guaranteed payments to the Members in excess of the amounts set forth in the Approved Budget for such Fiscal Year; or
- (m) to do any act in contravention of the Agreement.

6.4 Specific Limitations. No Member shall have the right or power to: (a) withdraw or reduce such Member's Capital Contribution or demand any distribution from the Company except as a result of the dissolution of the Company or as set forth in this Agreement, (b) bring an action for partition against the Company or any Company assets, (c) cause the termination and dissolution of the Company, except as set forth in this Agreement, or (d) upon the distribution of such Member's Capital Contribution require that property other than cash be distributed in return for such Member's Capital Contribution. Each Member hereby irrevocably waives any rights that such Member may have to maintain an action for partition of any of the Company's property. Except as otherwise set forth in this Agreement, no Member shall have priority over any other Member either as to the return of such Member's Capital Contribution or as to Net Profits, Net Losses or distributions. Other than upon the termination and dissolution of the Company as provided by this Agreement, no time has been agreed upon when the Capital Contribution of any Member will be returned.

6.5 No Automatic Termination on Bankruptcy. A Person shall not cease to be a Member upon the happening of any of the following events with respect to such Member:

- (a) making an assignment for the benefit of creditors;
- (b) filing a voluntary petition in bankruptcy;

(c) being adjudged a bankrupt or insolvent, or having entered against such Member an order for relief, in any bankruptcy or insolvency proceeding;

(d) filing a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding described in Section 6.5(d);

(f) seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of such Member's property;

(g) having a proceeding commenced against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; or

(h) the appointment without such Member's consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of such Member's properties.

6.6 Member Meetings. A meeting of the Members may be called at any time by the Members holding, in the aggregate, more than forty-eight percent (48%) of the outstanding Percentage Interests. Any such call shall state the place, date, hour and purposes of the meeting, provided that such notice shall be given in writing (by U.S. mail, personal delivery, facsimile or email) to the Members no less than five (5) days nor more than sixty (60) days prior to the meeting so called. A meeting of the Members may be held at such place within or outside of the Commonwealth of Massachusetts as may be determined from time to time by the Members. At any meeting duly called, except as otherwise specifically set forth in this Agreement or under applicable law, any action required or permitted to be taken at a meeting of the Members shall be decided by a vote approved by the Members holding, in the aggregate, more than sixty-six and two thirds percent (66 2/3%) of the outstanding Percentage Interests. Whenever notice is required to be given to a Member, a written waiver therefore, signed by such Member entitled to notice, whether before, during or after the time of the meeting shall be deemed equivalent to notice. Attendance of a Member at any meeting shall constitute a waiver of notice of that meeting and no written waiver need be obtained from such Member, except when such Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Members may, by means of remote communication, participate in a meeting of the Members and be deemed present in person and vote at a meeting of the Members, provided that all Members participating in the meeting can hear one another. To the extent that any dispute shall arise with respect thereto, the Members shall be entitled to decide all issues such as the existence of a quorum, the number of votes, the Members entitled to vote, and other similar procedural questions that are raised at any meeting of Members.

6.7 If Members holding, in the aggregate, more than forty-eight percent (48%) of the outstanding Percentage Interests request in writing that the other Members consent to a proposed course of action and within thirty (30) days after the request of a Consent of the Members, a deadlock shall be deemed to exist (such event, a “**Deadlock Event**”). For purposes of determining whether the requesting Member has received Consent of the Members, if not otherwise clear from the written request, the requesting Member shall be deemed to have accepted and approved such proposed action. If there is a Deadlock Event, any Member may call a meeting of the Members for the purpose of resolving such deadlock and, such deadlock shall be resolved by Consent of the Members. In the event that the Members are unable to resolve any deadlock at such meeting, the parties agree that such Deadlock Event will not be referred to any court but will be referred to binding arbitration in accordance with the provisions of Section 12.5.

6.8 **Actions by Members.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members holding, in the aggregate, at least the Percentage Interest required to authorize, consent to, or take such action, as set forth herein, and shall be delivered to the Company in accordance with Section 13.3 below.

6.9 **Rights of Holders of Economic Interest.** A holder of any Interest in the Company who does not become a Member, or for any reason loses its rights as a Member, shall succeed only to the rights of the Member to receive allocations and distributions from the Company as provided in this Agreement, and shall not have the right to attend any meeting of the Members or vote on any matter and shall not have the right to access the information described in Section 7.1 or 7.3, and any Interest in the Company held by such holder shall not be included in the calculation of Percentage Interests for purposes of any meeting, vote, consent or action, to be taken by the Members hereunder.

6.10 Activities of Members.

6.10.1 **Non-Competition.** Except as expressly restricted by the Non-Competition, Confidentiality, and Non-Solicitation Agreement, of even date herewith, among Greenside Corporation, RMF Holding Group, LLC, and the Company (the “**Non-Competition Agreement**”), substantially in the form attached hereto as **Exhibit 6.10.1**, each Member and its Affiliates may engage in or hold interests in other business ventures and activities, provided that no Member or any of its Affiliates shall engage in or hold interests in other business ventures and activities involving cannabis during the Company’s existence without the prior written unanimous consent of the Members, except as otherwise provided in Section 6.10.2 below. Nothing in this provision or this Agreement shall be meant to give any Member any interest or rights in or to such other Members’ business or any liability or obligation with respect thereto. Upon issuance of the License, the Non-Competition Agreement shall supersede all previous confidentiality agreements and shall survive this Agreement.

6.10.2 **Business Opportunities.** Subject to satisfaction of the restrictions set forth in Section 6.10.1 above, a Member may engage or hold interest in a venture or activity involving cannabis outside the Company in accordance with and subject to the procedures set

forth in this Section 6.10.2. If at any time a Member desires to individually invest in or be a party to a venture or activity involving cannabis outside the Company (the “**Business Opportunity**”), the Member must first obtain in writing an irrevocable and unconditional bona fide offer (the “**Bona Fide Offer**”) for the Company to become a party in the Business Opportunity from a third party (the “**Offeror**”), after which the Member shall give written notice (the “**Opportunity Notice**”) to the Company setting forth the Member’s desire to enter the Business Opportunity on behalf of the Company, which Opportunity Notice shall be accompanied by a photocopy of the original executed Bona Fide Offer and shall set forth at least the name and address of the Offeror and the price and terms of such offer. Upon the receipt of the Opportunity Notice, the Company shall have an option to participate in the Business Opportunity on the terms specified in the Opportunity Notice. The Company may exercise its right to participate in the Business Opportunity by giving, within forty-five (45) days after the receipt of the Opportunity Notice, a counter-notice in writing to the Member specifying the Company’s election, with a copy of such notice to each of the other Members. If the Company elects to accept the Bona Fide Offer, then it shall be obligated to enter into an Agreement with the Offeror establishing the Business Opportunity no later than ninety (90) calendar days from the date of the Company’s receipt of the Opportunity notice. If the election period lapses or the Company elects to not enter the Business Opportunity by Consent of the Members, the Member that initially obtained the Bona Fide Offer shall have the right to enter the Business Opportunity on its own.

6.11 **Officers; Agents.** The Members may appoint agents (who may be referred to as officers) to act for the Company with such titles, if any, as the Members shall deem appropriate and to delegate to such officers or agents such of the powers as the Members shall determine. The officers or agents so appointed may include individuals holding titles such as Chief Executive Officer, President, Executive Vice President, Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer or Controller. Unless the authority of the agent designated as the officer in question is limited in the document appointing such officer or is otherwise specified by the Members, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Delaware corporation would have to act for a Delaware corporation in the absence of a specific delegation of authority; provided, however, that unless such power is specifically delegated to the officer in question either for a specific transaction or generally, no such officer shall have the power to lease or acquire real property, to borrow money, to issue notes, debentures, securities, equity or other interests of or in the Company, to make investments in (other than the investment of surplus cash in the ordinary course of business) or to acquire securities of any Person, to give guarantees or indemnities, to merge, liquidate or dissolve the Company or to sell or lease all or any substantial portion of the assets of the Company. No Member shall ratify any act previously taken by an officer or agent acting on behalf of the Company without Consent of the Members.

6.12 **Budget.** The Members have adopted an Approved Budget for Fiscal Year 2018. Using commercially reasonable efforts, on or before December 1, 2018 (for Fiscal Year 2019) and on or before each November 1st thereafter (for each following Fiscal Year), the Members shall jointly prepare a proposed budget for the following Fiscal Year for the approval by Consent of the Members. If the Members do not approve a proposed budget by (i) January 1, 2019 for Fiscal Year 2019, and/or (ii) the first day of each Fiscal Year for which it is to apply thereafter, the Members shall conduct the business of the Company in the manner that the Members

determines to be consistent with the preceding Fiscal Year's Approved Budget. A budget approved in accordance with this Section shall be deemed an "Approved Budget." An Approved Budget may be amended, or otherwise modified, only as agreed in by Consent of the Board and by Consent of the Members.

ARTICLE 7

BOOKS, RECORDS, TAX MATTERS, ETC.

7.1 Books and Records. The Company shall maintain at its principal office all of the following:

(a) Information regarding the status of the business and financial condition of the Company, including the annual financial statements of the Company for the six (6) most recent Fiscal Years and the Company's books and records for at least the current and past three Fiscal Years;

(b) A copy of the Company's federal, state and local income tax returns for each of the past six (6) most recent taxable years;

(c) A current list of the name and last known business, residence or mailing address of each Member, and a current Exhibit 3.1;

(d) A copy of this Agreement and the Certificate and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement, the Certificate and any such amendments have been executed; and

(e) All information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member, and which each Member has agreed to contribute in the future and the date on which each Member became a Member.

7.2 Delivery to Member; Inspection; etc. Upon the request of any Member, for any purpose reasonably related to such Member's Interest, the Company shall cause to be delivered to the requesting Member, at the expense of the requesting Member, a copy of the information required to be maintained by Section 7.1.

7.3 Fiscal Year; Financial Statements. Unless changed by the Members, the Fiscal Year of the Company shall end on December 31 in each year. The Members shall cause books of account to be maintained reflecting the operations of the Company and shall cause to be prepared at least annually, at the Company's expense, financial statements of the Company and its Subsidiaries, if any, prepared in accordance with generally accepted accounting principles in the United States. Upon the request of any Member, the other Members shall cause to be delivered to the requesting Member a copy of such financial statements.

7.4 Non-Disclosure. Each Member agrees that, except as otherwise consented to by the Members holding, in the aggregate, sixty-six and two thirds (66 2/3%) Percentage Interests, all non-public information furnished to such Member pursuant to this Agreement or in connection with his or her ownership of Units or in connection with his or her services rendered to the Company or its clients will be kept confidential and will not be disclosed by such Member, or by any of such Member's agents, representatives or employees, in any manner, in whole or in

part, except that (a) each Member shall be permitted to disclose such information to those of such Member's legal counsel or accountants who need to be familiar with such information in connection with such Member's investment in the Company and who are charged with an obligation of confidentiality, and (b) each Member shall be permitted to disclose information to the extent required by law, so long as such Member shall have first provided the Company a reasonable opportunity to contest the necessity of disclosing such information.

7.5 Tax Returns; Filings. At the Company's expense the Members shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities and to have prepared and to furnish to each Member such information with respect to the Company (including a schedule setting forth such Member's distributive share of the Company's income, gain, loss, deduction and credit as determined for federal income tax purposes) as is necessary to enable such Member to prepare such Member's federal, state and local income tax returns. Unless otherwise agreed by the Members, all tax returns of the Company shall be prepared by the Company's independent certified public accountants. The Members, at the Company's expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative authorities, all reports required to be filed by the Company with those entities under then current applicable laws, rules and regulations.

7.6 Tax Matters Representative. For purposes of this Section 7.6, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified (the "**2015 Act**"). Jaison Cramer is hereby designated as the "partnership representative" within the meaning of Code Section 6223 with sole authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws (the "**Tax Matters Representative**").

(a) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have Subchapter C of Chapter 63 of the Code not apply to any federal income tax audits and other proceedings, the Members shall cause the Company to make such election.

(b) If any "partnership adjustment" (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Representative shall take such actions as he shall determine, in his sole discretion, including whether to file a petition in U.S. Tax Court, cause the Company to pay the amount of any such adjustment under Code Section 6225, or make the election under Code Section 6226.

(c) If any "partnership adjustment" (as defined in Code Section 6241(2)) is finally determined with respect to the Company and the Tax Representative has not caused the Company to make the election under Code Section 6226, then (i) the Members shall take such actions requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Code Section 6225(c)(2); (ii) the Tax Representative shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4) and (5); and (iii) any "imputed underpayment" (as determined in accordance with Code Section 6225) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Members of the Company for the taxable year in

which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(d) If any subsidiary of the Company (i) pays any partnership adjustment under Code Section 6225; (ii) requires the Company to file an amended tax return and pay associated taxes to reduce the amount of a partnership adjustment imposed on the subsidiary, or (iii) makes an election under Code Section 6226, the Tax Representative shall cause the Company to make the administrative adjustment request provided for in Code Section 6227 consistent with the principles and limitations set forth in Section 7.6(c) above and this Section 7.6(d) for partnership adjustments of the Company, and the Members shall take such actions reasonably requested by the Tax Representative in furtherance of such administrative adjustment request.

(e) By entering into this Agreement, each Member acknowledges that it has knowledge of, or been advised of, changes to rules regarding U.S. federal income tax audits, examinations, assessments and collections that resulted from the 2015 Act, including additional economic burdens from taxation that may in some cases be imposed on partners in a partnership as a result of such changes when compared to prior law. Without the permission of the Tax Representative, no Member shall take a position on any tax return or other filing with any tax authority (or court) with respect to an item of income, gain, loss, deduction or credit attributable to the Company that is inconsistent with the Company's treatment of such item on its tax return, file a petition under Section 6226 of the Code or claim in court with respect to such item of the Company or request an administrative adjustment under Section 6227 of the Code with respect to such item, including under Section 6222(c) of the Code as enacted by the 2015 Act.

(f) Each Member does hereby agree to indemnify and hold harmless the Company and the Tax Representative from and against any liability with respect to the Member's proportionate share of any imputed tax underpayment or other IRS adjustment resulting in liability of the Company, regardless of whether such Member is a Member in the Company in any year of adjustment. The obligations of each Member or former Member under this Section 7.6 shall survive the transfer or redemption by such Member of its interest in the Company and the termination of this Agreement or the dissolution of the Company.

(g) The Company shall indemnify and reimburse the Tax Representative for all expenses (including legal and accounting fees) incurred as Tax Representative pursuant to this Section 7.6 in connection with any administrative or judicial proceeding with respect to the tax liability of the Members attributable to their interest in the Company.

(h) The Tax Representative may be replaced at any time, provided that only a Member may be designated as the Tax Representative.

7.7 Indemnity of Tax Matters Representative. The Company shall indemnify and reimburse the Tax Matters Representative for all expenses (including legal and accounting fees) incurred as Tax Matters Representative pursuant to this Article 8 in connection with any administrative or judicial proceeding with respect to the tax liability of the Members attributable to interest in the Company.

ARTICLE 8 TRANSFER OF INTERESTS

8.1 Transfer Requirements. Except as otherwise set forth in this Agreement, on the opinion of Company counsel, and to the extent allowed under the Massachusetts Cannabis Code, no holder of Units shall Transfer all or any part of the economic or other rights that comprise any Interest represented by such Units unless such holder shall have first received the prior written consent of the other Member.

8.2 Permitted Transfers. “**Permitted Transfer**” means a transfer of Units held by a Member which shall be limited to members of his or her immediate family or to a family partnership or family trust, or on a Member’s death to the Member’s estate or to those entitled to a distribution of the Units under the laws of descent and distribution; provided that the Units shall continue in all cases to be subject to this Agreement and any contractual or other restrictions then in place.

8.3 Effect of Prohibited Transfers. Any Transfer in contravention of any of the provisions of this Agreement shall be void and of no effect, and shall not bind nor be recognized by the Company. The provisions of Article 9 shall supersede, and shall be controlling with respect to, any conflicting provisions contained in any other agreement between or among the Company, the Members and other Persons.

8.4 Admission and Withdrawal. If a Member Transfers all or a portion of such Member’s Interest to a transferee in accordance with this Article 9, such transferee may be admitted to the Company as a Member, but only as determined by Consent of the Members, in their sole discretion, effective on the effective date of the Transfer or such other date as may be specified when the transferee is admitted. If not admitted as a Member, a transferee shall only have the rights set forth in Section 6.9. Effective upon a Member transferring all of such Member’s Interest in accordance with this Article 8, the transferor Member shall cease to be a Member of the Company. If admitted, a transferee of a Unit held by a Member shall be admitted as a Member.

8.5 Other Holders of Interests. A holder of any Interest who is not a Member shall be subject to all the provisions of this Article 9 to the same extent and in the same manner as any Member.

8.6 Further Requirements for Transfer. No Transfer shall be valid or given effect, and no purchaser, proposed transferee or assignee shall be admitted as a Member, unless and until the following provisions of this Section 8.6 and each of the other applicable provisions of Article 9 have been satisfied.

8.6.1 A transferor may not Transfer all or a portion of such transferor’s Units without obtaining an opinion of counsel in form and substance reasonably acceptable to the Company and its counsel as to the availability of an exemption from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), and applicable state securities laws in connection with such Transfer and stating the factual and statutory bases relied upon by such counsel;

8.6.2 In no event shall a transferor Transfer all or any portion of his, her or its Units to any Person if such Transfer would cause the Company to be taxed as an association for federal income tax purposes under Section 7704 of the Code or as a corporation or to be considered as having terminated pursuant to Section 708(b)(1)(B) of the Code (and, if requested by the Members, such transferor shall deliver an opinion of its counsel in form and substance reasonably acceptable to the Company and its counsel to the effect that such Transfer will not cause the Company to be so taxable as an association or corporation or to be considered as having been so terminated);

8.6.3 Notwithstanding any other provision of this Agreement to the contrary, the Company shall not be required to recognize any Transfer until the instrument conveying such Units has been delivered to a Member for recording on the membership register and the Company records and unless that proposed transferee executes and delivers such instruments, in form and substance satisfactory to the Members and counsel to the Company, in their sole discretion, as the Members or counsel may deem necessary or desirable to confirm the agreement of such proposed transferee to be bound by all of the terms and provisions of this Agreement and to confirm that the Transfer will not violate any provisions of Article 9 hereof;

8.6.4 Any proposed transferee who is to receive Units, or any part thereof, must execute and deliver to the Company a joinder signature page, agreeing to be bound by the terms of this Agreement. The Company's receipt of such joinder signature page shall not constitute a waiver or amendment under this Agreement unless and until agreed to and acknowledged in writing by the Company;

8.6.5 No Units may be Transferred to any Person who is not an individual natural person;

8.6.6 No Units may be Transferred to any Person who, directly or indirectly, competes with the Company or who, directly or indirectly, sells or provides services similar to that being sold or provided by the Company; and

ARTICLE 9 DISSOLUTION OF COMPANY

9.1 Termination of Membership. No Member shall resign or withdraw from the Company except as a result of any Transfer of one hundred percent (100%) of such Member's Interest in the Company in accordance with the provisions of Article 9.

9.2 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events: (a) a denial or revocation of the License by the Commission pursuant to Section 2.9.2 of this Agreement, (b) the entry of a decree of judicial dissolution under the Act, or (c) Consent of the Members. The Company shall not be automatically dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or any other termination of a Member, but shall continue its existence until dissolved as provided in the foregoing sentence.

9.3 Liquidation; Distributions Upon Liquidation.

9.3.1 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to wind up its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Company's property and assets or the proceeds from the liquidation thereof shall be distributed so as not to contravene the Act and shall be otherwise in compliance with Section 9.3.2. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the distribution of all of the assets of the Company. Such accounting and statements shall be prepared under the direction of the Members. Upon such final accounting, the Company shall terminate and an authorized individual, appointed pursuant to Section 2.6, shall cancel the Certificate in accordance with the Act.

9.3.2 Distributions Upon Dissolution. Upon the occurrence of an event of dissolution of the Company as set forth in Section 9.2, and after payment of liabilities owing to creditors, the Members shall set up reserves as it deems necessary for any contingent or unforeseen liabilities or obligations of the Company. After these payments are made, the Members shall cause the remaining net assets of the Company to be liquidated and any such proceeds shall be distributed to and among the Members in accordance with Section 5.2.1. Notwithstanding the foregoing, in the event the Members shall determine that an immediate sale of part of or all of the remaining assets would cause undue loss to the Members, or the Members shall determine that it would be in the best interest of the Members to distribute the remaining assets to the Members in-kind (which distributions do not, as to the in-kind portions, have to be in the same proportions as they would be if cash were distributed, but all such in-kind distributions shall be equalized, to the extent necessary and as determined in good faith by the Members, with cash), then the Members may either defer liquidation of, and withhold from distribution for a reasonable time, any of the remaining assets except to the extent necessary to satisfy the Company's debts and obligations, or distribute the remaining assets to the Members in-kind.

9.4 No Further Claim. Upon dissolution, each Member shall have recourse solely to the assets of the Company for the return of such Member's Capital Account, and if the Company's property remaining after payment or discharge of the debts and liabilities of the Company, including debts and liabilities owed to one or more of the Members, is insufficient to return the aggregate Capital Contributions of each Member, such Member shall have no recourse against the Company or any other Member.

ARTICLE 10 INDEMNIFICATION; FIDUCIARY DUTIES

10.1 General. The Company shall indemnify, defend and hold harmless, to the extent permitted by applicable law the Tax Matters Representative (in such Member's capacity as such)(all indemnified persons being referred to as "Indemnified Persons" for purposes of this Article 11), from any liability, loss or damage incurred by the Indemnified Person as a result of a third party claim by reason of any act performed or omitted to be performed by the Indemnified

Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Person by reason of such Person's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such third party claim of liability, loss or damage; provided, however, that the Company shall provide no indemnification with respect to any matter as to which such Indemnified Person shall be finally adjudicated in any action, suit or 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, provided, further, however, that indemnification under this Section 10.1 shall be recoverable only from the assets of the Company and not from any assets of the Members. Unless the disinterested Members determine in good faith that the Indemnified Person is unlikely to be entitled to indemnification under this Article 11, the Company shall pay or reimburse reasonable attorneys' fees of an Indemnified Person as incurred, provided that such Indemnified Person executes an undertaking, with appropriate security if requested by the disinterested Members, to repay the amount so paid or reimbursed in the event that a final non-appealable determination by a court of competent jurisdiction that determines such Indemnified Person is not entitled to indemnification under this Article 11. The Company may pay for insurance covering liability of the Indemnified Persons for negligence in operation of the Company's affairs.

10.2 Liability for Certain Acts. The Members and officers of the Company shall perform their fiduciary duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A manager or officer of the Company who so performs his managerial duties shall not have any liability by reason of having performed such duties. No manager or officer shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, gross negligence, willful misconduct, or a wrongful taking by such manager or officer. The provisions of this Agreement are intended to supersede the duties and liabilities of any Member, manager or officer otherwise existing at law or in equity.

10.3 Persons Entitled to Indemnity. Any Person who is within the definition of "Indemnified Person" at the time of any action or inaction in connection with the business of the Company shall be entitled to the benefits of this Article 11 as an "Indemnified Person" with respect thereto, regardless whether such Person continues to be within the definition of "Indemnified Person" at the time of such Indemnified Person's claim for indemnification or exculpation hereunder.

10.4 Procedure Agreements. The Company may enter into an agreement with any of its managers, officers, employees, consultants, counsel or agents, setting forth procedures consistent with applicable law for implementing the indemnities provided in this Article 11.

10.5 Reliance on Agreement. An Indemnified Person acting under this Agreement shall not be liable to the Company or to any other Indemnified Person for his or her good faith reliance on the provisions of this Agreement.

ARTICLE 11 AMENDMENTS AND WAIVERS

11.1 Amendments and Waivers to this Agreement. This Agreement may be modified or amended, and any provision may be waived, with the written Consent of the Members. Notwithstanding the foregoing provisions of this Section 11.1, this Agreement may not be amended, nor shall any provision be waived, without the approval of each Member directly affected thereby if the amendment or waiver: (a) would reduce any such Member's Interests or would reduce the allocation to such Member of Net Profit or Net Loss, or would reduce the distributions of cash or property to such Member from that which is provided or contemplated herein, unless (i) such amendment or waiver is being executed to reflect any dilution in such Member's Interest resulting from the issuance of Units as contemplated by Article 3, or pursuant to any forfeiture or redemption of such Member's Interests; (ii) such amendment or waiver is being executed to reflect the acceptance of a new Member pursuant to Article 9 or (iii) such amendment or waiver treats all Members ratably based on their Interests, or (b) would increase such Member's obligation to make Capital Contributions or obligation with respect to other liabilities. All amendments and waivers to this Agreement will be sent to each Member promptly after the effectiveness thereof. Notwithstanding any provision to the contrary in this Agreement, the Members by written Consent of the Members may (i) amend this Agreement to comply, or permit compliance, with applicable provisions of the Code and Treasury Regulations relating to the valuing of Interests issued in exchange for services rendered at the liquidation value of such Interests, (ii) amend Exhibit 3.1 to reflect any changes to the information contained therein, or (iii) make any appropriate election on behalf of the Company with respect to such issuance(s). By becoming a party to this Agreement, each Member consents to the actions contemplated in the foregoing sentence and agrees to comply with the terms of any such election or amendment.

11.2 Corresponding Amendment of Certificate. The Members shall cause to be prepared and filed any amendment to the Certificate that may be required to be filed under the Act as a consequence of any amendment to this Agreement.

11.3 Binding Effect. Any modification or amendment to, or waiver of any provision of, this Agreement pursuant to this Article 12 shall be binding on all Members.

ARTICLE 12 GENERAL

12.1 Representations and Warranties of Members. Each Member hereby represents and warrants to and acknowledges with the Company that (a) he or she is acquiring an interest in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (b) the equity interests in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the

provisions of this Agreement have been complied with, and (c) the execution, delivery and performance of this Agreement do not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

12.2 Successors; Delaware Law; Etc. This Agreement: (a) shall be binding upon the successors, permitted assigns, executors, administrators, estates, heirs and legal successors of the Members; (b) shall be governed by and construed in accordance with the laws of the State of Delaware without any reference to any conflicts or choice of laws provisions; (c) may be executed in more than one counterpart, all of which together shall constitute one agreement; and (d) contains the entire contract among the Members as to the subject matter hereof. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

12.3 Notices, Etc. Except as specifically set forth herein, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or receipt (which may be evidenced by a return receipt if sent by registered mail or by signature if delivered by courier or delivery service), addressed (a) if to any Member, at the address of such Member set forth in the records of the Company or at such other address as such Member shall have furnished to the Company in writing as the address to which notices are to be sent hereunder, and (b) if to the Company or to the Members to them at:

Greenerside Holdings, LLC
62 Harold Street
Boston, MA 02119
Attn: Jaison L. Cramer

Greenercide Corporation
62 Harold Street
Boston, MA 02119
Attn: Donna Cramer

RMF Holding Group, LLC
299 Broadway, Suite 1405
New York, NY 10007
Attn: Michael L. Macklowitz, Esq.

12.4 Execution of Documents. From time to time after the date of this Agreement, upon the request of any Member, each Member shall perform, or cause to be performed, all such additional acts, and shall execute and deliver, or cause to be executed and delivered, all such additional instruments and documents, as may be required to effectuate the purposes of this Agreement. Each Member, including each new and substituted Member, by the execution of this Agreement or by agreeing in writing to be bound by this Agreement, irrevocably constitutes any Person designated by the Members to act on such Member's behalf for purposes of this Section

12.4 as such Member's true and lawful attorney-in-fact with full power and authority in such Member's name and stead to execute, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out this Agreement, including:

(a) all certificates and other instruments (specifically including counterparts of this Agreement), and any amendment thereof, that the Members deems appropriate to qualify or to continue the Company as a limited liability company in any jurisdiction in which the Company may conduct business or in which such qualification or continuation is, in the opinion of the Members, necessary to protect the limited liability of the Members;

(b) all amendments to this Agreement adopted in accordance with the terms hereof and all instruments that the Members deem appropriate to reflect a change or modification of the Company in accordance with the terms of this Agreement; and

(c) all conveyances and other instruments that the Members deem appropriate to reflect the dissolution of the Company.

The appointment by each Member of any Person designated by the Members to act on its behalf for purposes of this Section 12.4 as such Member's attorney-in-fact shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Members under this Agreement will be relying upon the power of the Members to act as contemplated by this Agreement in any filing and other action by him or her on behalf of the Company, and shall survive the bankruptcy, dissolution, death, adjudication of incompetence or insanity of any Member giving such power and the Transfer of all or any part of such Member's Interests; provided, however, that in the event of a Transfer by a Member of all of its Interest, the power of attorney given by the transferor shall survive such assignment only until such time as the assignee shall have been admitted to the Company as a substitute Member and all required documents and instruments shall have been duly executed, filed, and recorded to effect such substitution.

12.5 Disputed Matters. Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Member hereunder shall be submitted to arbitration in Boston, Massachusetts before the American Arbitration Association under the commercial arbitration rules then obtaining of said Association. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. To the fullest extent permitted by law, no action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Member except (a) an action to compel arbitration pursuant to this Section 12.5 or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 12.5.

12.6 Severability. In case any provision of this Agreement is determined by a court to be invalid, illegal or unenforceable, that determination shall not affect the other provisions hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

12.7 Headings. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing this Agreement.

12.8 No Third Party Rights. The provisions of this Agreement are for the benefit of the Company and the Members and no other Person, including creditors of the Company, shall have any right or claim against the Company or any Member by reason of this Agreement or any provision hereof or be entitled to enforce any provision of this Agreement. In particular, nothing expressed by or mentioned in this Agreement is intended or shall be construed to give any Member any legal or equitable right, remedy or claim for continued employment with the Company or with any of its Affiliates. There are no third party beneficiaries of this Agreement.

12.9 Article 8 Opt-In; Legend. The Company and the Members expressly agree that for purposes of the Uniform Commercial Code, the Interests shall be considered “uncertificated securities” as defined in Section 8-102 of Article 8, Title 6 of the Delaware Code. Thus the Units shall be media for investment and they shall be securities governed by Article 8. The designation of the Interests as “securities” under this provision shall be solely for the purposes of the Uniform Commercial Code, and shall not indicate that they are “securities” for any other provision of law.

THE INTERESTS DESCRIBED AND REPRESENTED BY THIS AGREEMENT ARE “UNCERTIFICATED SECURITIES” AS DEFINED IN THE UNIFORM COMMERCIAL CODE. ANY PURCHASER OF ANY INTEREST IS ADVISED THAT THERE ARE LIMITATIONS ON THE TRANSFER OF THESE INTERESTS AND THE COMPANY HAS A LIEN UPON THE INTERESTS AND MAY HAVE DEFENSES TO AND CLAIMS AGAINST THE HOLDER OF SUCH INTERESTS. ALL OF WHICH LIMITATIONS, LIEN, AND DEFENSES ARE SET FORTH IN THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME.

[The remainder of this page is intentionally blank]

Signature Page to Greenerside Holdings, LLC Operating Agreement

The parties have executed this Agreement as of the date first set forth above.

GREENERCIDE CORPORATION

By: 

Name: Jaison L. Cramer

Title: Shareholder

By: 

Name: Donna Cramer

Title: Shareholder

By: 

Name: Mikahail Cramer

Title: Shareholder

RMF HOLDINGS, LLC

By: _____

Name: Richard J. Ferrara, Jr.

Title: Member

By: _____

Name: Michael C. Ferrara

Title: Member

The parties have executed this Agreement as of the date first set forth above.


GREENERCIDE CORPORATION

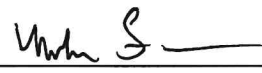
By: _____
Name: Jaison L. Cramer
Title: Shareholder

By: _____
Name: Donna Cramer
Title: Shareholder

By: _____
Name: Mikhail Cramer
Title: Shareholder

RMF HOLDINGS, LLC

By:  _____
Name: Richard J. Ferrara, Jr.
Title: Member

By:  _____
Name: Michael C. Ferrara
Title: Member

**ADDITIONAL SIGNATURE PAGE
FOR ADDITIONAL MEMBERS AND SUBSTITUTE MEMBERS
OF
GREENERSIDE HOLDINGS, LLC**

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement, and agreed to be bound by the terms hereof, as of August, _____, 2018.

IF AN ENTITY

Name of Entity

By:_____

Name:_____

Title:_____

IF AN INDIVIDUAL

Name:_____

Print Name

Exhibit 3.1

Members and Capital Contributions

<u>Name and Address of Member</u>	<u>Units</u>	<u>Membership Percentage Interest</u>	<u>Cash Capital Contribution</u>	<u>Non-Cash Capital Contribution</u>	<u>Capital Accounts</u>
Greenercide Corporation Boston, MA 02119	51,000	51%	\$0	\$2,040,816.00 ¹	\$0
RMF Holding Group, LLC 299 Broadway, #1405 New York, NY 10007	49,000	49%	\$2,000,000.00 ²	\$0	\$2,000,000.00

¹ Represents the agreed value of Greenercide Corporation's business plan and model, market intelligence, and license to operate a cannabis business in Massachusetts, upon the issuance of which this Agreement is contingent.

² Represents the agreed value of RMF Holding Group, LLC's capital commitment to provide, up to an aggregate amount of \$2,000,000 during the first Fiscal Year. Such capital commitment shall be called by the Company only at such times and in such amounts as set forth in the Initial Budget. This value includes contributions to the Company of \$2,000,000 in cash, including but not limited to (a) the amount necessary to secure a surety bond of no less than \$5,000, as required by Massachusetts to adequately support the dissolution and winding down of the Company and any and all other amounts necessary to advance the application for the License on behalf of the Company and (b) the amount necessary to obtain equipment and services necessary to operate the Company's business.

Exhibit 3.5

Initial Budget

<u>Nature of Expense</u>	<u>Costs</u>
Surety Bond	\$250
Application Fee	\$600
Municipality Host Agreement/Permitting/Licensing Costs	\$5,000
Legal Fees	\$25,000
Accounting Fees	\$5,000
TOTAL	\$35,600

Exhibit 6.9.1

**NON-COMPETITION, CONFIDENTIALITY AND
NON-SOLICITATION AGREEMENT**

This Non-Competition, Confidentiality and Non-Solicitation Agreement ("**Agreement**") is made as of the ____th day of September, 2018 by and between Greenercide Corporation, a Delaware corporation ("**Greenercide**"), RMF Holding Group, LLC ("**RMF**"), and Greenercide Holdings, LLC, a Delaware limited liability company (the "**Company**"). Greenercide, RMF, and the Company may hereinafter be referred to, individually, as a "**Party**", and collectively, as the "**Parties**").

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement, Greenercide and RMF are organizing the Company pursuant to a Limited Liability Company Agreement (the "**Operating Agreement**"), with Greenercide and RMF as the two Members of the Company; and

WHEREAS, the Company shall be organized to engage in all aspects of the cannabis industry in the Commonwealth of Massachusetts (the "**Business**"); and

WHEREAS, concurrently with the execution and delivery of this Agreement and the organization of the Company, the Parties shall execute certain documents related to the formation of the Company and operation of the Business, including, but not limited to the Management Employment Agreement and this Agreement (the "Founding Agreements"); and

WHEREAS, the Parties desire that this agreement become effective on the date upon which the Massachusetts Cannabis Control Commission shall have issued to the Company a license to operate a cannabis establishment in the Commonwealth of Massachusetts (the "**Effective Date**"); and

WHEREAS, in connection with the formation of the Company, Greenercide and RMF agree not to compete with the Company in the field of the Business and the Parties agree to maintain information acquired by the Parties during the operation of the Business [including the period from July 20, 2018 to the Effective Date] in confidence pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Founding Agreements and the Operating Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. CONFIDENTIALITY

Except (i) in the performance of Greenercide's or RMF's duties with respect to the Company under the terms of the Operating Agreement, or one of the Founding Agreements (ii) in the Company's performance of its Business under the terms of the Operating Agreement, (iii) with the express prior written permission of all of the Parties, (iv) as required by law, or (v) as provided in this Section 1, an individual Party shall not, directly or indirectly, use or permit the use of any information concerning another Party (the "**Originating Party**") or any of its customers, which is of a confidential or proprietary nature, whether or not embodied in written or physical form, including, but not limited to, real property, customer names, contacts, reports, techniques, operations, business directions, lists, budgets and financial statements, trade orders, trade secrets, software, formulae, computer systems, databases, business plan or model, contracts, agreements, know-how, plans, trading strategies and methods, intellectual property, copyrights, patents, patent applications, and other business or technical information of or relating to a Party or its customers ("Confidential Information") and shall not reveal, disclose, divulge or make known any Confidential Information to any person, firm or corporation whatsoever at any time. All Confidential Information is the exclusive property of the Originating Party.

Confidential Information shall not include information to the extent it can be shown to have (i) become generally known to and available for use by the public other than as a result of the fault of a Party, or any affiliate of a Party or the fault of any other person bound by a duty of confidentiality to a Party, or (ii) become known to a Party other than as a result of the fault of any affiliate of a Party or the fault of any other person bound by a duty of confidentiality to a Party. Confidential Information shall include but not be limited to any Confidential Information disclosed between the Parties from July 20, 2018 to the Effective Date. Confidential Information shall not include customer lists or contacts of the Company to the extent that such customer lists or contacts are used by Greenercide Corporation, or any of their affiliates, in the normal course of their respective businesses, which do not compete with the Business.

The non-originating Party agrees to deliver to the Originating Party at the time of execution of this Agreement, and at any other time the Originating Party may request, all documents, memoranda, notes, plans, records, reports, and other documentation, models, components, devices, or computer software, whether embodied in a disk or in other form (and all copies of all of the foregoing), relating to Confidential Information that the non-originating Party may then possess or have under their control.

2. NON-COMPETITION, NON-SOLICITATION, NON-DISPARAGEMENT

(a) As an inducement for Greenercide and RMF to form the Company and for the Parties to enter into the Founding Agreements, commencing on the Effective Date and continuing for a period of two (2) years after (i) the dissolution of the Company, or (ii) neither Greenercide nor RMF no longer has a Percentage Interest (as that term is defined in the Operating Agreement) in the Company or its successors (the "**Term**"):

- (i) Neither Greenercide, or any of its affiliates, RMF, or any of its affiliates, will, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, lend their respective names or any similar name to, lend their respective credit to, or enter into a joint venture with any business in a venture whose services or activities compete in whole or in part with the Business, anywhere in the Commonwealth of Massachusetts or within 500 miles of the Business. Greenercide and RMF agree that this covenant is reasonable with respect to its duration, geographical area, and scope.
- (ii) Neither Greenercide, or any of its affiliates, nor the Company, or any of its affiliates, will, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, lend their respective names or any similar name to, lend their respective credit to, or enter into a joint venture with any business in a venture whose services or activities compete in whole or in part with the business of RMF or any of its affiliates, anywhere within 500 miles of the RMF's business. The Company and Greenercide agree that this covenant is reasonable with respect to its duration, geographical area, and scope; provided, however that nothing in this Agreement shall prevent Greenercide or its affiliates from engaging in such activities outside of the restricted area defined in this paragraph.

Neither RMF, or any of its affiliates, nor the Company, or any of its affiliates, will, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, lend their respective names or any similar name to, lend their respective credit to, or enter into a joint venture with any business in a venture whose services or activities compete in whole or in part with the business of Greenercide or any of its affiliates, anywhere within 500 miles of the RMF's business. The Company and RMF agree that this covenant is reasonable with respect to its duration, geographical area, and scope; provided, however that nothing in this Agreement shall prevent Greener or its affiliates from engaging in such activities outside of the restricted area defined in this paragraph.

(b) No Party or any of its affiliates, will, during the Term, directly or indirectly, either for itself or any other person or entity, (A) induce or attempt to induce any employee or independent contractor of another Party, who was employed by such other Party within the previous year prior to the date hereof to leave the employ of such

other Party, (B) in any way interfere with the relationship between another Party and any of its employees or independent contractors, (C) engage as an employee, independent contractor, or otherwise, any employee or independent contractor of another Party, without the express written consent of such Party, or (D) induce or attempt to induce any customer, supplier, licensee, or business relation of another Party to cease doing business with such Party, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of such Party.

(c) No Party or any of its affiliates, will, during the Term, disparage another Party or its business, or any of its members, managers, officers, directors, employees, or agents; provided, however, nothing herein shall prohibit a Party from complying with a lawfully issued subpoena or other similar order or from testifying in an action relating to this Agreement, the Operating Agreement or the Founding Agreements, provided that with respect to a subpoena or order, the Party receiving such subpoena or order shall first give the affected Party written notice of such subpoena or order in sufficient time for such Party to object to such subpoena or order.

3. REMEDIES

The Parties have agreed to make the covenants set forth in Sections 1 and 2 of this Agreement as a condition to the organization of the Company. The provisions of Sections 1 and 2 of this Agreement are reasonable and necessary to protect and preserve the business of each Party, and a Party would be irreparably damaged if another Party were to breach the covenants set forth in Sections 1 and 2 of this Agreement.

If any Party breaches the covenants set forth in Sections 1 or 2 of this Agreement, the affected non-breaching Party will be entitled to the following remedies:

(a) Damages from the breaching Party; and

(b) In addition to its right to damages and any other rights it may have, to obtain injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of Sections 1 and 2 of this Agreement, it being agreed that money damages alone would be inadequate to compensate the affected non-breaching Party and would be an inadequate remedy for such breach.

The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

4. MISCELLANEOUS

(a) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior unanimous written consent of the Parties.

(b) Successors and Assigns. This Agreement and the rights and obligations of the parties hereto may not be assigned by any Party hereto without the prior written consent of the other Parties. Subject to the foregoing, all covenants and agreements in this Agreement by or on behalf of any of the Parties hereto will bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not.

(c) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which counterparts taken together shall constitute one and the same Agreement.

(d) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

(f) Notices. All notices, requests or other communications hereunder shall be deemed duly delivered, given or made to or upon any Party hereto if in writing and delivered by hand against receipt, or by certified or registered mail, postage prepaid, return receipt requested, or to a courier who guarantees next business day delivery, or sent by telecopy (with confirmation), to such party at its address set forth below or to such other addresses as such party may at any time, or from time to time, direct by notice given in accordance with this Section 4(f):

If to Greenercide:

Greenercide Corporation
62 Harold Street
Boston, MA 02119
Attn: Jaison L. Cramer, President & CEO

with a copy to:

Rich, May, P.C.
176 Federal Street, 6th Floor
Boston, MA 02110
Attn: Atakelti H. Desta, Esq.

If to RMF Holding Group, LLC:

RMF Holding Group, LLC
299 Broadway, #1405
New York, NY 10007

Attn: Michael Macklowitz, Esq.

with a copy to:

Michael Macklowitz, Esq.
299 Broadway, #1405
New York, NY 10007

If to the Company:

Greenerside Holdings, LLC
62 Harold Street
Boston, MA 02119
Attn: Greenercide Corporation

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt, (ii) three (3) Business Days after such notice, request or other communication is sent if sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery the Business Day next following the day such notice, request or other communication is actually delivered to courier or (iv) the day actually telecopied.

(g) Not Construed Against Drafter. This Agreement has been negotiated “at arm’s length” by the parties, each represented by counsel of its choice and each having an equal opportunity to participate in the drafting of the provisions hereof. Accordingly, in construing the provisions of this Agreement, no party shall be presumed or deemed to be the “drafter” or “preparer” of the same.

(h) Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the Commonwealth of Massachusetts, County of Suffolk, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Massachusetts, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

(i) Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited by or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in Section 2 of this Agreement are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope, time, and

geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against the Parties.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

GREENERCIDE CORPORATION

By: _____
Jaision L. Cramer, President & CEO

RMF HOLDING GROUP, LLC

By: _____
Richard J. Ferrara, Jr., Manager

Cultivation Business Plan

Executive Summary

Mission Statement

Greenerside Holdings, LLC (“Greenerside”) is a Marijuana Establishment committed to creating a safe and legitimate environment that provides consistent, high quality cannabis products to consumers who are 21 years of age or older in the communities it serves in.

License Type

Greenerside is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a cultivator and retailer facility at 180 Laurel Street in Greenfield, Massachusetts.

What Drives Us

Greenerside’s goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Greenerside’s operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by arrests related to marijuana;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching;
7. Running an environmentally friendly Marijuana Establishment in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
8. Creating branded marijuana products that are safe, effective, consistent and high quality.

Team

Greenerside is comprised of two single-asset entities, Greenercide Corporation (“Greenercide Corp”) and RMF Holding Group, LLC (“RMF”) (collectively, the “Co-Venturers”), that have come together with an alignment of core values and long-term investment mindset to assemble a professional, experienced team that is sufficiently qualified to execute a project of this scope and modest complexity. Greenercide Corp is a newly formed entity consisting of individuals with management and marketing experience, and who hold priority review status for Cannabis Control Commission’s licensing review. The principals of RMF have management experience in construction and development having owned, operated and managed over 100,000 square feet of commercial and retail space.

PRINCIPALS

Cultivation Business Plan

Greenercide Corp

- Jaison L. Cramer, President & CEO

Jaison is a Boston real estate agent and entrepreneur with over 10 years of sales and marketing experience in various industries. A native of Boston, Massachusetts and a graduate of Boston College's Carroll School of Management, Jaison has developed a crucial skill set in economics and business management.

- Donna Cramer, Secretary

Donna is currently a Principal at Isaacson Miller, a national executive search firm specializing in recruiting transformative leadership for non-profit organizations. Donna has recruited executives for a wide range of the firm's clients in higher education, community and economic development, affordable housing, advocacy, foundations, and membership associations. Prior to joining Isaacson, Miller, Donna worked with Jane C. Edmonds & Associates, Inc., a Boston-based boutique human resources consulting firm, where she recruited executives in the for-profit sector. Donna also serves on local non-profit boards involved in housing, education, and human rights advocacy. Donna brings executive leadership experience to the team.

RMF

- Richard J. Ferrara, Jr., Manager

Richard serves as the Bidder's project manager, with experience and leadership in on-site management for family's construction company, for which he is a Principal. He is a graduate of Northeastern University with a degree in Finance. Richard and his family's company have developed and managed the construction of several projects including:

- 277 Route 70, Toms River, NJ – Developed 20,000 sq. ft. retail/office center and pad site
 - o Managed 4 acres of construction work including installation of utilities, catch basins, underground drainage systems and retention ponds for storm water
- 1900 Route 37, Manchester, NJ – Developed 8,000 sq. ft. retail center and pad site.
 - o Managed 4 acres of construction work including installation of utilities, catch basins, underground drainage systems and retention ponds for storm water.

Cultivation Business Plan

- 1898 Hinds Road, Toms River, NJ – Developed 12,000 sq. ft. retail center and pad site.
- 903 East 61st Street, Brooklyn, NY – Developed 6,000 sq. ft. warehouse with 1200 sq. ft. mezzanine.
- Michael C. Ferrara, Manager

Michael is an independent software developer and consultant with a general background in technology, programming and design. In addition to working with RMF as a technological director, he is a part-time JavaScript programming instructor with over 10 years of experience in application development. Michael was a founder of Recruitics, a firm that developed job recruitment marketing software for staffing firms would use in all industries. Recruitics had grown from 10 to 50 employees by the time of his exit. RMF has and continues to leverage his expertise in entrepreneurship which stems from his experience in participating in emerging industries, such as web application development and now cannabis. With RMF, Michael also served a construction management role and has experience in property management for the aforementioned RMF developments.

Market Analysis

Because the recreational marijuana industry is relatively novel, the market intelligence is limited. However, for the same reason, we believe the market share for retailers will lie heavily in our favor. First year sales in Colorado indicate tremendous potential for success, as the industry generated over \$600,000,000 in revenue. The demand is notoriously high while the number of alternative suppliers is comparably low. As stated below, the primary objective of our enterprise is to cultivate products that will garner positive reputation among consumers, which in turn will stimulate demand within our retail market. To do this, we will emphasize the quality of our product by prioritizing our expenditures, accordingly. Specifically, we plan on spending substantially on top seeds, soil and other growing components.

The beauty of this industry is that contrary to most businesses, it's not necessary to identify a certain target demographic to maximize profits. It is well established that cannabis offers health benefits to people of all ages and is extensively and regularly sought after on the black market for recreational use by adults. We expect consumers to choose their retailer in large part by brand recognition and physical appearance of the space. But on the product level, the choice will be based almost exclusively on the quality of the strain, in which again we will focus our investment.

We will commit to setting fair and profitable prices to develop retailer interest. Based on our projected profit margins, we can afford to offer competitive prices to drive that interest and still expect large returns. This price-setting flexibility will allow us to steadily enter the market. Still, while our prices will deviate slightly from that of our competitors, they will largely be comparable. These prices will be based primarily on the growing style we choose to employ – a choice that will be contemplated throughout our

Cultivation Business Plan

grower application/vetting process. Cultivation farms use a vast array of growing formulas each with its own particular use of lighting and cooling systems. This is how we intend to distinguish our product – by the combination of our choices for seeds, lighting and cooling. Our analysis of the products that are in demand in the medical space demonstrates immensely positive reception to high THC percentage. In this industry, we found that cultivators have the ability to sell their products at a distinguishably higher price where the THC content of the product exceeded 23%. Specifically, we have determined the optimal price to sell one pound of marijuana at over 23% THC, while remaining competitive, will be at least **\$2500 a pound**.

Geographically, we've identified Greenfield as the perfect host community. When choosing our location for cultivation, we focus on an area that is highway accessible and that will be able to travel anywhere in Massachusetts within 2 hours. We will acquire two delivery trucks equipped for all terrain, and aim for drop-offs to be completed within one business day no matter the size of the orders. We will obtain a third vehicle if our demand interferes with our same-day delivery objective.

As a company comprised of individuals who have benefitted from quality marijuana, we have a well-rounded understanding of the customer's qualitative demand of the product. As a result, we are very confident in identifying and adapting to consumer needs. Further, we plan on administering several consumer and retailer surveys throughout our first and second years of operations in order to gauge quality, consumer satisfaction and return patronage among retailers. We expect this feedback to be instrumental to our future success.

With Massachusetts being one of the only east coast states to legalize recreational sale of marijuana, the potential in growth and revenue are tremendous. The Commonwealth being a melting pot of diversity only speaks to the rapid and successful growth of this industry. Since the passing of the medical marijuana use in the Commonwealth, there is now an increase in normalization with voters having shifted their stance on the industry.

Many analysts liken the potential growth in the Commonwealth to a similarly situated market in Colorado, which has evidently flourished. Massachusetts's lawmakers have set the tax rate for the industry at 20% in addition to allowing municipalities to set their own local rates, which now erases the fear of variable change. In comparison, Colorado's rate at 30% didn't hinder sales, which totaled over \$4.9 billion in revenue as of April 2018, \$683,523,739 having been generated in its first year of recreational use alone with only 192 cultivation facilities. Massachusetts's population is roughly 6.86 million compared to Colorado's 5.6 million. Not to forget, the vast difference in stable economy in each state supports the position that Massachusetts will meet Colorado's accomplishments at a much more efficient rate.

Due to high entry barriers, the Marijuana market is made up of **just** a small number of competitors. Which makes retail shops dependent on constant supply from so few cultivators, when demand is constantly needed. As a result providing top quality strains will be the prime factor in retail shops decision on where to purchase their products. We

Cultivation Business Plan

will provide high quality strains while charging the same price or maybe slightly less than the competition to ensure sales. With the increase of retail shops opening up over the years, we will be in a space where full capacity will not be expected initially, but with the increase in demand over time, we will by second year either be at full capacity or have the space to increase size based on demand.

The majority of the costs incurred are start up costs, including the build, building materials, pots, seeds, cars, security system and soil. While it may take over a year to break even, the majority of revenue taken in after the first year/breakeven point will become profit. This is because the only expenses incurred are wages, rent, and utilities after the first year.

While we may not have positive net income for the first 13 months of operation, we will immediately begin to augment our profits drastically after the second harvest/second year of business. Our high revenue and low costs after year 1, (just rent, wages, utilities) will yield a winning situation for Greenerside in the future.

According to U.S. News, Boston is ranked the number #1 vacation city in the entire United States and #3 summer vacation city worldwide. It is also the only market in the east coast to legalize recreational Marijuana. This will allow us to rely on more than the Massachusetts consumer base as we expect the industry to contribute to the state's tourism industry and seasonally raise revenue. This is apparent from cities like Amsterdam that have historically capitalized on the cannabis aspect of their tourism industry.

On July 1, 2018 Massachusetts issued its first license for co-located sale of marijuana. With the acquisition of the limited Economic Empowerment Priority Certificate, we are in the small group of 120 people approved for this amazing opportunity. It ensures that people such as myself, who have come from communities that have been disproportionately harmed by marijuana laws in the past, now have entry into the new industry being developed by the Commonwealth. So long as we meet the state's requirements, the certificate prioritizes our application for the licensing.

Cost Structure

To begin operations, Greenerside Holdings, LLC expects to incur a large number of fixed start-up costs. Our infrastructure, which will consist primarily of lights, fans, and pumps, will average at approximately \$26,615. We will also need materials to grow, such as soil, pots, and seeds, which on average cost around \$12,600, initially. Our miscellaneous start up materials, including office supplies, chairs, and décor should total \$5,000.

Wages will also be fixed with all workers receiving a salary broken down monthly. (First year salary workers only work half the year and will earn half a salary). We've determined that most workers in this industry (farmers, drivers, etc.) earn on average \$10,000 less than what we plan to pay our same employees. With hopes that the salary will attract the most motivated Greenerside candidates, we expect to minimize turnover. We

Cultivation Business Plan

had initially planned to only compensate the staff through salary, but have begun to consider implementing a bonus system (attached to “Employee of the Month” recognition) that we hope would incentivize productivity. We would also employ merit-based yearly raises at a rate of 2%-5% of their salary. We expect the combination of compensation methods and incentives will help retain productive employees and offer an attractive standard of living, making it a place where employees are happy and ready to work. In addition to the farmers and drivers, there will be a manager, an accountant, a security officer, a master grower, and a maintenance worker each at an avg. salary of \$75,000.

We have fixed utility costs that are averaged out per harvest. Specifically, each harvest requires utility cost around \$41,160 for lights/electricity, \$30,870 for fans and pumps, \$1000 for water totaling about **\$73,030 per Harvest**. Our variable cost will be soil depending on how many plants we choose to grow, however soil is one of the lower cost when it comes to overhead.

We’ve projected approximately 10 harvests over our first 3 years of business. Our costs over this time include purchasing vehicles, having a robust security system, building materials and setup, wages, rent/mortgage, insurance, and legal fees/costs. This results in a total cost of \$4,080,715 per 10 Harvests. Our total revenue over the same time will be \$10,937,500 with taxes at 20% = \$2,187,500 for a cumulative **PROFIT OF \$4,669,285.00**.

Statement of Goals and Objectives

Greenerside Holdings was founded in 2018 by Jaison Cramer, a Boston native with a B.S. in Business Management from the Carroll School of Management at Boston College and Richard J. Ferrara, Jr., a New York native with a B.S. in Finance from Northeastern University. The purpose of Greenerside Holdings is to engage in the newly approved recreational marijuana business in the Commonwealth of Massachusetts. The first venture in Greenerside’s enterprise will be opening and operating a cultivation and retail facility with hopes and intentions to enter other fields in the industry, such as manufacturing and transportation. Greenerside has done extensive market research in the industry and also within similar markets to evaluate various associated costs and structure forms, as well as examining numerous other financial indicators.

With Massachusetts voting in medical marijuana in 2012, it has opened the door to the Commonwealth gaining first hand knowledge of the industry. Where other states have remained reluctant, the people of Massachusetts have demonstratively established their approval of the product for medicinal and recreational use. The opportunity presented itself in the 2016 state election as Massachusetts citizens petitioned for the de-criminalization of marijuana of all uses. This steady progression demonstrates a potential for the common use and demand of marijuana, comparable to the likes of previously stigmatized substances such as tobacco and alcohol. The first of July marked the effective date of recreational marijuana sales. Greenerside was formed with the goal of being one of the market setters for pricing and structure. Greenerside will have the opportunities to set trends for the next years to come.

Cultivation Business Plan

Greenerside's primary goal will be to develop and maintain positive perception among consumers by focusing on quality of product. Similarly, Greenerside will set the standard for superior service to retailers, resulting in a remarkably competitive environment. We will facilitate transition from cultivation to the sales floor. Staff will be trained and will exemplify professionalism in all aspects ranging from efficient sales to timely transportation. In order to do this, we must and will maintain a productive work environment, which can be measured by employee turnover and absenteeism rates. We will attempt to offset any turnover by offering bonuses to the employee of the month. Securing a location with optimal ease to the highway will also help in making the commutes more thorough to and from vendors.

Here at Greenerside, we cannot stress enough our passion for top quality for our vendors to retail. We want the commonwealth of Massachusetts to enjoy the quality from its locally owned, and produce a product the Commonwealth can enjoy for years to come. Providing retail shops with our product at \$2500 a pound will allow us to be very competitive in the market, while giving our retailers a product they can truly enjoy while also having great success with.

Budget

Crop Example

Original prices have been scaled up.

How Much Does it Cost to Grow Cannabis Indoor?

We are considering in our article cannabis growing for a business use. The cannabis growing for a personal use requires only seeds, soil, pots, CFL lights, and a small fan, which may be cost around \$100.

Indoor cultivators produce year-round and can generate between 4 and 6 harvests per year. Main indoor cons include:

Maintaining proper ventilation is difficult
Higher household energy costs
Pumped with fertilizers

Cannabis Cultivation Setup Costs

Warehouse 25,200 sq.ft. for about 1008 plants with estimated yield of 525 pounds.

Indoor from \$55,000 (excluding land purchase)

Warehouse – \$50,000 (depends on location) *5 = \$250,000

7,000 watt sun system – \$2,500 * 7 = \$17,500

Exhaust fan system with controller – \$735 * 7 = \$5145

Carbon filter system – \$560 * 7 = \$3920

Cultivation Business Plan

Time switch – \$50 (same Switch)

Legal Fees & Licensing - \$10,000 - \$20,000

Administrative Expenses

Cannabis Cultivation Operating Costs

Direct expenses include electricity, water, labor and packaging costs.

Good lights are one of the most important factors when growing cannabis indoors.

You can achieve yields of around 1 gram (0.035 ounces) per watt of light.

Lets try to calculate how much electricity does it take to grow cannabis indoors for our scenario:

Cost Electricity – \$0.10/kWh (Colorado – 9.83 cents per kWh)

Number Hours: 1,680 light hours:

Vegetative Stage 720 hours: 40 days of 18/6 schedule

Flowering Stage 960 hours: 80 days of 12/12 schedule **(We can speed this up)**

Wattage: We supposed to use 35,000 W system.

$\$0.10 \text{ kWh} \times 1,680 \text{ hours} \times 35 \text{ kW} = \$5,880 \times 7 = \$41,160$

However, one thing that's very important to remember when doing any estimations is that although your grow light may account for a lot of your electricity bill, fans and pumps and other things in your grow room also take electricity. These other items cost 3/4 as much electricity as the grow light. It will be plus $\$4,410 \times 7 = \$30,870$

So, total electricity costs will be $\$10,290 \times 7 = \$72,030$. Water costs will be no more than \$500.

Pots – $\$300 \times 7 = \2100

Grow soil – $\$400 \times 7 = \2800

High quality seeds – $\$1,100 \times 7 = \7700

Labor – 1-2 employees, \$5,000 per person/month $\times 7 = \$35,000$

Thus, the direct cost of growing the cannabis will be around \$350 a pound. It doesn't include marketing, distribution costs and taxes, which varies depending on the location.

PLAN FOR OBTAINING LIABILITY INSURANCE

Greenerside Holdings, LLC (“Greenerside”) plans to contract with 420 Friendly Insurance to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Greenerside will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Greenerside will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Greenerside will keep reports documenting compliance with 935 CMR 500.105(10).

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Greenerside Holdings, LLC. (“Greenerside”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, a Greenerside agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Greenerside discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Greenerside will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Greenerside will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Greenerside will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Greenerside will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Greenerside packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Greenerside’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Greenerside Holdings, LLC (“Greenerside”) will comply with the following sanitary requirements:

1. Any Greenerside agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Greenerside agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. 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.
3. Greenerside’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Greenerside’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Greenerside’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Greenerside will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Greenerside’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Greenerside’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Greenerside’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Greenerside will ensure that 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;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Greenerside will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Greenerside's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Greenerside will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Greenerside will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Greenerside will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Greenerside's 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).

Greenerside will ensure that Greenerside's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Greenerside will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Greenerside to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Greenerside will process marijuana in a safe and sanitary manner. Greenerside will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;

- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

Greenerside will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. 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. Testing of Greenerside's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Greenerside's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Greenerside's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Greenerside will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

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 Greenerside's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Greenerside for disposal or by the Independent Testing Laboratory disposing of it directly.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Greenerside will securely maintain personnel records, including registration status and background check records. Greenerside will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Greenerside and will include, at a minimum, the following:

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

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Greenerside will undergo a detailed background investigation prior to being granted access to a Greenerside facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Greenerside pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Greenerside will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Greenerside will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Greenerside will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;

- iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Greenerside or the Commission.

Below are some potential staff positions. This section will be expanded into an Employee Handbook containing duties, responsibilities, and training materials. Operational Requirements will be in accordance with 935 CMR 500.105(1) and 935 CMR 500.120. Training will follow strict accordance with 935 CMR 500.105(2).

This list represents full production, not all positions will be necessary immediately.

- Director of Cultivation
- Systems Operations Technician
- Veg+Nursery Crew (2)
- Flower Crew (6)
- QA/Trim Manager
- Processing+Trimming Crew (3)
- Hand Trim Crew (contractors as needed)
- Orders/Packaging
- Extraction Technician
- Outside Sales Representative
- Dispensary Store Manager
- Budtender

<https://vangst.com/cannabis-salary-guide-2018>

RECORDKEEPING PROCEDURES

General Overview

Greenerside, Holdings, LLC (“Greenerside”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Greenerside documents. Records will be stored at Greenerside in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Greenerside, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Greenerside and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Greenerside will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records

- Greenerside will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Greenerside will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Greenerside for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Greenerside will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Greenerside agents present during the disposal or handling, with their signatures. Greenerside will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Greenerside will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Greenerside closes, all records will be kept for at least two (2) years at Greenerside's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Greenerside will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Greenerside's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Greenerside's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Greenerside operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Greenerside, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Greenerside's website.
 - Policies and procedures for the handling of cash on Greenerside premises including but not limited to storage, collection frequency and transport to financial institution(s).
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - 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;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

Greenerside Holdings, LLC's ("Greenerside") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the

purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

Greenerside Holdings, LLC (“Greenerside”) will ensure that all employees hired to work at a Greenerside facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

All of Greenerside’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Greenerside’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Greenerside’s owners, managers, and employees will then successfully complete the program once every year thereafter. Greenerside will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Greenerside’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Overview

Greenerside Holdings, LLC (“Greenerside”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Greenerside has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Greenerside’s operations.

Goals

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

1. Hire at least one person each year in each of the above-identified classes for a management position.
2. Implement quarterly diversity training in order to assist employees on how to address diversity-related issues at work and with customers.
3. Develop sales network with 2 other minority-owned marijuana establishments.

Programs

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

1. Establish Strategic Inclusion Initiative Committee through which the Company will prescribe policies to integrate the latest diversity and inclusion practices and identify the best media and job events through which the Company will target individuals who fall under the above-identified classes for employment opportunities. The Company will publish at least one advertisement in a satisfactory publication and will attend at least one job fair every year. The Company will re-evaluate its practices and recruitment strategies every year.
2. The Company will develop a training program with a **third-party consulting expert** through which employees will be educated on the most up-to-date information and research relevant to their daily interactions with co-workers and customers. The Company will conduct this program quarterly at a minimum. To the same effect, the

Company will sponsor the participation of management-level employees in nation-wide conventions covering the topic of diversity and inclusion practices in the workplace.

Specifically, the Company program mission will be to maintain and preserve a healthy and safe workplace for all employees by educating the staff on the risks posed on the workplace from implicit bias and careless communication. Every quarter, the Company will host a 2-hour workshop that will consist of a variation/combination of the following exercises and speakers aimed to fulfilling the Company's mission:

1. Stereotypes. The goal of the activity will be to dispel stereotypes and involve everyone in getting to know each other. Each participant will take a piece of paper and make two columns with headers "I am..." and "I am not..." with the word "But" in between. For example, it will create a phrase like, 'I am Iranian but I am not a terrorist.' Sharing such statements about themselves can sometimes be uncomfortable, but it will clear a lot of misconceptions.
2. Identity Briefings. Employees will be asked to present on information that will demonstrate how each employee identifies. For example: Employees with different backgrounds can brief what religious days or holidays are important to them and in what ways. This spreads cultural knowledge among co-workers and increases interpersonal understanding with the fewest possible side effects.
3. Step Apart, Step Together. This exercise shows the differences and similarities. Here's how to start:
 - a. Let two team members be on the spotlight, facing one another.
 - b. The rest of the team will call out things like place of birth, staple food, hair color, and even religion, which might signify that one person is different from the other.
 - c. Instruct the two team members to take a step apart when they have a difference. Similarly, when they have a similarity, they can step back together.The object lesson of this activity is that even if two people are quite different from each other, there are still many grounds which can bring them back together. The gap might be wider but there will always be something which binds them together.
4. Take The Privilege Walk. The privilege walk helps the participants to understand more about themselves and know-how they have or don't have a privilege in comparison to the others. It goes like this:
 - a. Explain to the group that we all have some privileges which others do not, in a subtle way.
 - b. Take a wide free space and ask the group members to stand in a line.

- c. Explain to them that you will start reading out a series of statements.
 - d. Instruct them to take one step forward or backward when a certain statement applies to them. A series of 25-30 statements can be read out. It can include statements like:
 - i. If you are left-handed, take a step forward.
 - ii. If you are of Indian origin, take a step forward.
 - iii. If you rely on public transport, take a step forward.
 - iv. If you have come from single parent background, take a step back.
 - v. If you have ever faced sexual harassment at the workplace, take a step back.
 - vi. If you have ever faced an identity crisis, take a step back.
 - e. After all the statements, ask the team members to look around and see where other people are in the room. Finally, let them sit in a circle and facilitate a discussion about how they are feeling. Depending on the differences and disadvantages, you can have a great conversation and hope to be truly inclusive.
5. Petals. This recreational activity needs 4-10 members in each group and it is one of the best ways to learn more about each other. All the members should be encouraged to make the best of their creativity and ideas. Here's how to proceed -
- a. All the groups should get a large art paper and some colorful markers.
 - b. Each group has to draw a large flower. It should have a round center and an equal number of petals to the number of participants in their group.
 - c. After discussion, each participant should fill the petals with something that is unique about themselves- anything that makes them stand out from others. However, physical characteristics should be ignored.
 - d. The center of the flower should be filled with their 'common' something. The flowers should be shared with the other groups so as to discuss the differences and similarities.

This game provides mental exercise and a wide scope for social interaction.

- 6. Speakers. Some speakers that we will aim to bring to discuss the importance of diversity and inclusion in the workplace include:
 - a. Dr. Steven Robbins (<https://www.slobbins.com/>)
 - b. Patricia DeRosa (<https://www.changeworksconsulting.org/staff.html>)
3. Through its network with Nuestra Comunidad, the Company will propose a time certain (5-year) collective bargaining agreement with two minority-owned establishments

of different license types, whereby the joining marijuana establishments may structure an affordable and mutually beneficial commercial relationship.

Measurements

The Community Outreach Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Greenerside continues to meet its commitments. Such measurable outcomes, in accordance with Greenerside's goals and programs described above, include:

1. The Company will evaluate its practices by conducting surveys of employees and hiring a third party to rate the efficacy of those practices (qualitative). The Company will also count the number of individuals hired who fall under the above-identified classes (quantitative).
2. The Company will evaluate its practices by conducting surveys of employees for morale (qualitative). The Company will document the number of reported conflict/incidents related to diversity and inclusion (quantitative).
3. The Company will count the number of network establishments (and the type of licenses each has) it does business with (quantitative) and it will monitor its relationship with the network establishments through business meetings (qualitative).

Beginning upon receipt of Greenerside's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Greenerside will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President will review and evaluate Greenerside's measurable outcomes no less than six months from commencing operation to ensure that Greenerside is meeting its commitments. Greenerside acknowledges that demonstration of the Plan's progress and success will be documented and submitted to the Commission upon annual renewal, which shall commence one year from issuance of the provisional license and shall continue every year thereafter, whether or not the licensee has a final license.

In the event that Greenerside is not meeting its commitments, Greenerside will make contributions in the amount equal to .03% of the net revenue from the Marijuana Establishment to Nuestra Comunidad (in accordance with its Plan to Positively Impact Areas of Disproportionate Impact) to help carry out this purpose. Enclosed in this package is a letter from Nuestra Comunidad stating that it is willing to accept donations from Greenerside.

Acknowledgements

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

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



OUR COMMUNITY
WORKING TOGETHER

August 28, 2019

Greenerside Holdings
180 Laurel Street
Greenfield, MA 01301

To whom it may concern:

Nuestra Comunidad Development Corporation is pleased to confirm that we will accept a donation from Greenerside Holdings. By way of background, Nuestra is a non-profit community development corporation devoted to building the wealth and enhancing the physical, economic, and social well-being of Roxbury and other underserved populations in greater Boston through a community-driven process that promotes self-sufficiency and neighborhood revitalization.

A non-profit small business, Nuestra is one of Boston's oldest and most successful community development corporations. Since 1981, Nuestra has been a catalyst in the redevelopment of the Dudley Square, Roxbury, and North Dorchester neighborhoods. Led by a community-based board, Nuestra is in the business of creating communities of opportunity and equity for residents and businesses, where they can have a stable home, increase their income, improve neighborhood health and gain wealth.

Nuestra has a financial management team focused on the stewardship of donations such as Greenerside Holdings proposes to make. We ensure that such donations are used for our charitable purposes and are reported appropriately in our audited financial statements.

Thanks for your interest in supporting Nuestra Comunidad with a charitable donation.

Sincerely,

David Price
Executive Director