



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

 License Number:
 MD1263

 Original Issued Date:
 10/14/2021

 Issued Date:
 10/14/2021

 Expiration Date:
 10/14/2022

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification

Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: GreenGrab, Inc.

Phone Number: Email Address: o.breton@greengrab.biz

781-491-4047

Business Address 1: 620 Beaulieu Street Business Address 2:

Business City: Holyoke Business State: MA Business Zip Code: 01040

Mailing Address 1: 172 Birchland Ave Mailing Address 2:

Mailing City: Springfield Mailing State: MA Mailing Zip Code: 01119

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a

DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304954

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control:

51

Role: Owner / Partner Other Role:

First Name: Odaliz Middle Name: Last Name: Breton Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran,

Date generated: 11/19/2021 Page: 1 of 6

Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 Percentage Of Control: 49

Role: Owner / Partner Other Role:

First Name: John Middle Name: Last Name: Muise Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: John Last Name: Muise Suffix:

Marijuana Establishment Name: Faded, LLC Business Type: Other

Marijuana Establishment City: Bellingham Marijuana Establishment State: MA

Individual 2

First Name: John Last Name: Muise Suffix:

Marijuana Establishment Name: 620 Industries, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 3

First Name: John Last Name: Muise Suffix:

Marijuana Establishment Name: Greener World, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 4

First Name: Odaliz Last Name: Breton Suffix:

Marijuana Establishment Name: 620 Industries Inc Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 5

First Name: Odaliz Last Name: Breton Suffix:

Marijuana Establishment Name: Greener World, Inc

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Date generated: 11/19/2021 Page: 2 of 6

Establishment Address 1: 620 Beaulieu Street Establishment Address 2:

Establishment City: Holyoke Establishment Zip Code: 01040

Approximate square footage of the establishment: 3200 How many abutters does this property have?: 17

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Plan to Remain Compliant with	PLAN TO REMAIN COMPLIANT WITH LOCAL	pdf	60ec8bc4504b25036f757089	07/12/2021
Local Zoning	ZONING_greengrab.pdf			
Certification of Host	HCA Certification Form.pdf	pdf	60eddfe8da52e3026d462988	07/13/2021
Community Agreement				
Community Outreach Meeting	COM documentation with attachment	pdf	6130f44b0b068e073262b200	09/02/2021
Documentation	pages.pdf			

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	Туре	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact_Greengrab -revised.pdf	pdf	612ff46023f64d075364df82	09/01/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: John Last Name: Muise Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Odaliz Last Name: Breton Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Туре	ID	Upload Date
Department of Unemployment	GreenGrab Unemployment	pdf	60ec8f6284f3fe0296c42297	07/12/2021
Assistance - Certificate of Good standing	Assistance Attestation.pdf			

Date generated: 11/19/2021 Page: 3 of 6

Secretary of Commonwealth - Certificate	Sec State Cert Good	pdf	60edc5960bb484027d8befef	07/13/2021
of Good Standing	Standing_Greengrab.pdf			
Department of Revenue - Certificate of	Greengrab DOR cert 9-1-21.pdf	pdf	6130f166ab6739076439d6c2	09/02/2021

Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Articles of Organization	GreenGrab Articles of Incorporation.pdf	pdf	60ec7cbeaa87100331f64ad6	07/12/2021
Bylaws	GreenGrab Bylaws.pdf	pdf	60ec7cc884f3fe0296c421bc	07/12/2021
Articles of Organization	Letter for CCC re persons with authority.pdf	pdf	613027b2e014b807395c5699	09/01/2021

Massachusetts Business Identification Number: 001395688

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Plan for Liability	PLAN FOR OBTAINING LIABILITY	pdf	60b123b531b11b361021f65a	05/28/2021
Insurance	INSURANCE_greengrab.docx.pdf			
Business Plan	BUSINESSPLAN_greengrab.pdf	pdf	60b12d56d96e5535e0394603	05/28/2021
Proposed Timeline	PROPOSED TIMELINE_greengrab - revised.pdf	pdf	612fe8dbe140910769755941	09/01/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Security plan	Security Plan GreenGrab.docx.pdf	pdf	60b1241cb6e664362922ef3d	05/28/2021
Prevention of diversion	PREVENTION OF DIVERSION_greengrab.docx.pdf	pdf	60b124d5e03d9635ef5bd4b0	05/28/2021
Inventory procedures	INVENTORY PROCEDURES_greengrab.docx.pdf	pdf	60b127fd7f6a513605329eeb	05/28/2021
Quality control and testing procedures	QUALITY CONTROL AND TESTING_greengrab.docx.pdf	pdf	60b128dbb6e664362922ef6e	05/28/2021
Personnel policies	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS_greengrab.docx.pdf	pdf	60b12a7e31b11b361021f6c3	05/28/2021
Record-keeping procedures	RECORD KEEPING PROCEDURES_greengrab.docx.pdf	pdf	60b12b92bcbc5a361790f417	05/28/2021
Maintenance of financial records	MAINTAINING OF FINANCIAL RECORDS_greengrab.docx.pdf	pdf	60b12ebc384f2636315c5014	05/28/2021
Quality control and testing procedures	QUALIFICATIONS AND TRAINING_greengrab.docx.pdf	pdf	60b12f4f70eb6e3601abd611	05/28/2021
Energy Compliance Plan	ENERGY COMPLIANCE.docx.pdf	pdf	60b131adb8d6493626556c03	05/28/2021
Delivery procedures (pursuant	Safe_Delivery_greengrab.pdf	pdf	60b13277b8d6493626556c11	05/28/2021

Date generated: 11/19/2021 Page: 4 of 6

to 935 CMR 500.145 and 935				
CMR 500.146)				
A plan to obtain marijuana and marijuana products	PLAN FOR OBTAINING MARIJUANA.pdf	pdf	60b134d031b11b361021f72c	05/28/2021
A detailed plan for White Labeling	Plan for White Labeling_revised.pdf	pdf	60cb60944e2e5a08784e6286	06/17/2021
Storage of marijuana	STORAGE OF MARIJUANA_greengrab-2.docx.pdf	pdf	60cb7ae95d572808c35c2322	06/17/2021
Dispensing procedures	DISPENSING PROCEDURES_greengrab_revised.pdf	pdf	60cb8075d50cd9085ba20751	06/17/2021
Transportation of marijuana	Transportation of marijuana with 3rd Party_revised.pdf	pdf	60cbb4b3c8f270089d7f2b4a	06/17/2021
Diversity plan	Diversity Plan_Greengrab - revised.pdf	pdf	61302463a82c5807742a7351	09/01/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

Date generated: 11/19/2021 Page: 5 of 6

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION No documents uploaded

Date generated: 11/19/2021 Page: 6 of 6

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.

GreenGrab will, at all times, remain compliant with the local zoning requirements as set forth in the Holyoke Zoning Ordinance and any other additional requirements imposed by local or state governments. GreenGrab's delivery operator warehouse location at 620 Beaulieu St, Holyoke MA, is within the Industrial General "IG" Zoning District and is a permitted use pursuant to the Holyoke Zoning Ordinance, Section 7.10 ("Marijuana Facilities").

The Zoning Ordinance requires GreenGrab to apply for and be issued a Special Permit from the City Council to operate. GreenGrab is in compliance with Section 7.10.4 which provides that any marijuana establishment, other than cultivation, shall not be located within 500 feet of any pre-existing public or private school. GreenGrab will operate in compliance will Section 7.10.5 (Operational Requirements)

GreenGrab is in the process of obtaining a special permit from the City of Holyoke in accordance with Section 7.10.6 and will fully comply with all conditions attached to the special permit. GreenGrab will apply for any additional required local permits, and shall obtain building permits and any other local approvals as applicable. GreenGrab will fully comply with all conditions and requirements in all other local permits.

GreenGrab will maintain regular and open communication with Holyoke officials, and work cooperatively with the municipality to ensure that GreenGrab remains fully compliant with local laws, regulations, rules, codes and conditions regarding every aspect of GreenGrab's building and operations.

Additionally, GreenGrab will maintain positive and cooperative relationships with neighboring residents and businesses by providing contact information for managerial-level staff to our neighbors so that GreenGrab can immediately address any issues concerning parking, noise or other potential concerns.



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

2. Name of applicant's authorized representative:	
0.11: 5	
Odaliz Breton	
3. Signature of applicant's authorized representative:	
M	
4. Name of municipality:	
Holyoke MA	
5. Name of municipality's contracting authority or authorized representative:	
Terry Murphy, Acting Mayor	

О.	Signature of municipality's contracting authority or authorized representative:
	Frence Murphy
7.	Email address of contracting authority or authorized representative of the municipality (this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).):
	MurphyT@Holyoke.org
8.	Host community agreement execution date: 05/24/21



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

I, the below indicated authorized representative of that the applicant, attest tha	t the applicant has
complied with the Community Outreach Meeting requirements of 935 CMR 5	00.101 and/or 935
CMR 501.101 as outlined below:	

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



4.	A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."
	a. Date of publication:
5.	b. Name of publication: A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."
	a. Date notice filed:
6.	A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.
	a. Date notice(s) mailed:
7.	The applicant presented information at the Community Outreach Meeting, which at a minimum included the following: a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors; d. A plan by the ME or MTC to positively impact the community; and e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8.	Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of	t applicant:			
Name of	f applicant's authorized i	representative:		
		-		
Signatur	re of applicant's authoriz	zed representative	:	
	Manifree			

ATTACHMENT A

Attanty Mentally Mentally Attanta Alina's ersevering in management of the Alina's ersevering in the Alin persevering in pandemic

Hadley restaurant owners count on customers who count on them

> By JACOB NELSON For the Gazette

Gratitude, hard work and delicious food are themes that run deeply in the lives of Martin Amaya and Maritza Amaya-Branche. Together, the couple has run Alina's Ristorante, now in Hadley, since 2010 with Maritza managing operations while Martin serves as the culinary maestro. Martin describes their cuisine as "Italian with a Mediterranean flair," with a menu inspired by the bounty of local farms.

"In the spring, I cannot get enough asparagus," Martin shares. "In summer, it's fresh tomatoes and corn. I love stopping on my morning drive to buy produce from farm stands by the road." During warmer months, Pipczynski Farm in Hadley delivers produce to Alina's daily, and Martin says he can't help but adapt his dishes to showcase these fresh, local ingredients.

Unfortunately, these sunny times feel far away amid a pandemic that hasn't affected all restaurants equally. Some have done OK offering takeout, but the dining experience at a place like Alina's doesn't fit neatly into a to-go con-Presentation, biance, the joy of watching your food made in an open kitchen — these can't be repli-

Still, Alina's has soldiered on, offering takeout and operating at 25% capacity for indoor dining. "The most important thing for us is to be safe," Maritza says. "We follow CDC guidelines, sanitize everything, wear gloves and masks, and keep our six feet apart. Even though the state now allows 40% occupancy capacity we're not going to change, because it's working for us.'

It's working in large part because after years of welcoming people with open arms, the community has their back. The immense gratdarity is clear. "We are just so cook, I fell in love with it."



ALINA'S RISTORANTE

Martin Amaya and daughter Alina, for whom the restaurant is named.

blessed to have such support and love from our customers," Maritza says.

Some stories really stand out. "There was one woman who sent us a letter just a few days ago," Maritza explains. "She and her husband used to come to Alina's often, but kind of connection we have can't now because of their age. Still, they sent us a \$100 check in gratitude for the ser- Alina's is that you get to meet vice we provide and fond so many people, and they be-memories they have of eating come family," Maritza says. here. We are grateful to have such wonderful customers, timent ... I was deeply us." touched."

determined to succeed in part straits. But when our lives bebecause of what it took to get come intertwined with restauto where they are. It means a lot to them to be a symbol of them can help us get through success as first-generation difficult times too. Americans.

that came to this country with says. "They can forget about nothing," Martin says. Mar- what's happening in the world itza continues: "It was never easy, but eventually we were able to accomplish our dream of owning our own restaurant and providing jobs in our community. We want to set a good example."

Martin's road to becoming an accomplished chef started in the very building they own in Hadley. Back then it was Carmelina's, owned by his mentor, Damien DiPaola.

"I started there in 1994 when I was 18 and first came to this county. I was working long hours as a dishwasher and was getting up early to be a baker at another restaurant itude they have for this soli- too. When I got the chance to

In 2010 Martin left his position, Maritza broke from her career in corporate banking, and the two poured their collective skills into launching the first iteration of Alina's. They first opened in South Deerfield, but when the old Carmelina's building came up for sale in 2013 they jumped on it and moved Alina's there.

"Going back to Hadley," Martin says, "that was like going back home."

Another reason the couple holds on so tight is because this community is home, and these people, their customers, are family.

"Going back to 1994, I've cooked for the same people's high school graduations, college graduations, rehearsal dinners when they got married, baby showers ... man, I'm getting old," Martin says with a chuckle. "But that's the with this community."

"What I love most about "You celebrate with them and experience their sad moments, too. It really affects

Restaurants need support Martin and Maritza seem right now. Many are in dire rants like Alina's, turning to

People are just happy to "We are two immigrants eat out these days," Maritza what's happening in the world for a short time. We've had customers come from as far away as Conway and Greenfield to get takeout and support us.'

To Maritza, it's simple: "Restaurants make a difference in people's lives, and customers are the reason we keep going."

"We're just trying to make it through this pandemic," Martin adds, "and there's no doubt in our minds that we'll make it through, because that's who we are. We won't give up.'

Jacob Nelson is communications coordinator at CISA (Community Involved in Sustaining Agriculture).





Legals

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION February 13, 2021 NOTICE

Notice is hereby given that application has been made on behalf of the City of Northampton Department of Public Works for the approval of the Department of Environmental Protection (MassDEP) for the City of Northampton to acquire certain lands or rights of land in Williamsburg, Massachusetts for public water supply protection purposes, said land in question being identified as having been recorded in the Hampshire County Register of Deeds in Book 12338, Page 25, and located at 155 Nash Hill Road, within the watershed of Northampton West Whately

In response to said application, the MassDEP acting under the provisions of General Laws, Chapter 40, Section 39B and Section 41, as amended and each and every other act thereto enabling, will hold a nearing, remotelv. on Wednesday February 24, 2021 at 10:00 am. Access to the hearing

Time: Feb 24, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting https://zoo m.us/1/97613215028?pwd=dEdN a0d3 WEIGQIAZMIdOUmIrSid1UT

Meeting ID: 976 1321 5028 Passcode: 603034 One tap mobile +19294362866, 97613215028# US (New York) +13017158592,97613215028# US (Washington DC)

Dial by your location (closest)

+1 929 436 2866 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma) Meeting ID: 976 1321 5028

Find your local number: https://zoom.us/u/aSwSGNSS

The plan showing the land in question is on file electronically with the MassDEP and within their office located at 436 Dwight Street, Springfield, MA 01103 and in the office of the Northampton Department of Public Works located at 125 ocust Street, Northampton, MA 01060. Said plan is entitled "Plan of Land in Williamsburg Massachusetts prepared for Northampton Department of Public Works. December 16, 2020."_A copy of the plan can be requested by contacting ouglas Paine at douğlas.paine@mass.gov.

Comments pertaining to this matter may be made orally at the time of the hearing or submitted in writing at any time before March 3, 2021 5:00 p.m., addressed to MassDEP, Douglas Paine, Department of Environmental Protection -WERO. 436 Dwight Street. Springfield, MA 01103.

By Order of the Department of Environmental Protection

Brian Harrington Massachusetts Protection Deputy Regional **Director Bureau of Water**

107084

gazettenet.com

Legals

INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts **The Trial Court Probate and Family Court** Hampshire Probate and **Family Court** 15 Atwood Drive Northampton, MA 01060 (413) 585-8500

Docket No. HS21P0048EA Estate of: Wynn A. Abranovic Date of Death: October 07, 2020 To all persons interested in the above captioned estate, by Petition of Petitioner Margaret J. O'Brien of Amherst, MA a Will has been admitted to informal probate. Margaret J. O'Brien of Amherst, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal . Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

February 13

Legals

INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and **Family Court** 15 Atwood Drive Northampton, MA 01060

(413) 585-8500 Docket No. HS21P0064EA Estate of: Lucille C. Lussier Date of Death: December 17,

To all persons interested in the above captioned estate, by Petition of Petitioner Mary T. Rivest of Southampton, MA & Christine M. Ovitt of Southampton, MA a Will has been admitted to informal probate. Mary T. Rivest of Southampton, MA & Christine M. Ovitt of Southampton, MA have been informally appointed as the Personal Representatives to rve without sure bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estaté, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

106511

Publishing a notice is easy! Email your notice to legals@gazettenet. com with your contact information and date of publication. With legal notices, sooner is always better. 72 hours ahead of publication is ideal, but the absolute last minute deadlines are:

Do you have a Legal Notice to publish?

February 13

Monday's paper	Friday at 9am
Tuesday's paper	Friday at 4pm
Wednesday's paper	Monday at Noon
Thursday's paper	Tuesday at Noon
Friday's paper	Wednesday at Noon
Saturday's paper	Thursday at Noon

Please note that with the exception of certain standard notices such as informal probate notices, name changes, conservator/guardian notices and citations on petitions of formal adjudication, all legal notices must be typed and sent to legals@gazettenet.com.

We do not have a typesetter and cannot accept hard copies of zoning hearings, ordinance, public meeting notices, requests for bids, etc. These must be sent in a Word doc or in the body of the email.

Please call Pam at 413-584-5000 with any questions about placing legal notices in the Gazette.

Please Recycle This Newspaper

Legals

INVITATION FOR BIDS The City of Northampton invites

sealed bids for Bituminous Concrete FOB Plant for use in patching City roadways. Bid documents áre available via email at: dpwinfo @northamptonama.gov Bids are due at the Department of Public Works, 125 Locust St., no later than 11:00 a.m., Monday March 2, 2021 at which time they will be opened and publicly read. The bidder's plant must be within 25 miles of the DPW building at 125 Locust Street Northampton, MA.

February 13

Legals

Community Outreach Meeting Bloominati LLC plans to develop a licensed cannabis cultivation facility at 572 Haydenville Road Leeds

A community outreach meeting will take place on 22nd February, 2021 at 6pm. All are welcome.

Out of concern for the challenges presented by Covid-19 and the need for social held via "google meet". Persons wishing to attend are asked to contact us at

mark@greenglove.cc to obtain meeting details prior to the start of the event.

February 13 107100

Legals

New Hingham Glycol Replacement

Bids are being solicited for the following "New Hingham Glycol Replacement", New Hingham Regional Elementary is part of the Hampshire Regional School District. Specification may be secured by contacting the Office of the Superintendent at 413-437-5572.

Bids will be received at the Hampshire Regional School District Superintendent's Office, 19 Stage Road, Westhampton, MA 01027 until March 4, 2021 at 10:00 AM EST, to be publicly opened and read at that time. No bid will be accepted after

Bids shall be filed in a sealed envelope, bearing the title "New Hingham Glycol Replacement Bid", per specification, delivered personally or by mail to the Hampshire Regional School District Superintendent's Office, 19 Stage Road, Westhampton, MA 01027 on or before 10:00 AM EST on Thursday, March 4,

To schedule a site visit please contact Jesse McMillan at Questions may be referred to Denise Cashin (413) 437-5572 Fax (413) 529-9497 [°] The awarding authority is Hampshire Regional School District, New Hingham Regional School Committee whom reserves the right to make no award, to reject any or all bids, to call for rebids if necessary and to waive any informality in the bidding procedure.

February 13

Legals

106847

LEGAL NOTICE OF A VIRTUAL COMMUNITY **OUTREACH MEETING** Notice is hereby given that a virtual Community Outreach

Meeting for a proposed Marijuana Delivery Operator establishment is scheduled for: Tuesday, March 2, 2021, at 5:30 P.M., E.S.Ť. The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Delivery Operator establishment to be located at: 620 Beaulieu, Holyoke, MA. Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom, or yia telephone at: +1 (646) 876-9923, using access code: 635 914 1394. Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/gi eengrab/. The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvį̇́ncable.com; or,

calling: (413) 268-6500. Please contact us by e-mail or phone with problem's joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: www.marvinca ble.com/greengrab/.

February 13

106889

Daily Hampshire Gazette THE PARTY OF THE PARTY AND **Volunteers Take Vacations! All Basic Needs Met Across Hampshire County**

Give Today for Better Headlines Tomorrow



ATTACHMENT B





HOLYOKE CITY CLERK 536 DWIGHT STREET HOLYOKE, MA 01040

Re: NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Delivery Operator establishment is scheduled for: Tuesday, March 2, 2021, at 5:30 P.M., E.S.T.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Delivery Operator establishment to be located at: 620 Beaulieu, Holyoke, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923, using access code: 635 914 1394.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/greengrab/.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting.

Questions can be submitted in advance by e-mailing: <u>law@marvincable.com</u>; or, calling: (413) 268-6500. Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance.

More details can be found online at: www.marvincable.com/greengrab/.

Again, feel free to contact us with any questions or concerns.

Cordially,

Marvin Cable, Esq.

ATTACHMENT C







Re: NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Delivery Operator establishment is scheduled for: Tuesday, March 2, 2021, at 5:30 P.M., E.S.T.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Delivery Operator establishment to be located at: 620 Beaulieu, Holyoke, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923, using access code: 635 914 1394.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/greengrab/.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting.

Questions can be submitted in advance by e-mailing: <u>law@marvincable.com</u>; or, calling: (413) 268-6500. Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance.

More details can be found online at: www.marvincable.com/greengrab/.

Again, feel free to contact us with any questions or concerns.

Cordially,

Marvin Cable, Esq.

Disclosure of relationship and interest of Marvin Cable.

Marvin Cable, Esq. is counsel for GreenGrab, Inc. ("GG"). Attorney Cable has no ownership in, nor control of GG's business. Attorney Cable is paid to provide legal guidance and legal services relating to GG's potential Marijuana Establishment.

Marvin Cable, Esq.'s contact information is as follows:

Law Offices of Marvin Cable

P.O. Box 1630

76 Gothic Street

Northampton, MA 01060

law@marvincable.com

+1 (413) 268-6500

Additional Community Outreach Documentation.

In regards to license application for GreenGrab, Inc., MDA1263 the following shows that applicant:

- A. obtained approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting;
- B. provided in the notice instructions on how to join and participate in the meeting;
- C. posted on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting; and,
- D. created and made available a recording of the meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host community's discretion.

All these materials can be found at: https://marvincable.com/greengrab/

The webpage includes

- A. written approval for community outreach meeting;
- B. the notices that provided instructions on how to join and participate in the meeting;
- C. meeting materials that were made available to the public at least 24 hours in advance of the meeting; and,
- D. the recording of the meeting in a form and manner conducive for replay on local cable access or other broadcast means at the host community's discretion.

Please note that there were no (0) participants in attendance of the meeting.

Under and penalties of perjury are true this	a, I attest that the foregoing of July	going statements in thi	is document
Commonwealth of Massachus	etts	County of Hamp	oshire
On this date,	tached document in its of the document are elief, and swore under	my presence, and who e truthful and accurate r the pains and penalt (seal:)	etory e person o swore or e to the best

GREENGRAB, INC.

Home > GreenGrab, Inc.

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4 About the Meeting Content.
5 Documents.
  5.1 Cannabis Control Commission Order on Virtual Community Outreach Meetings.
  5.2 Written permission to hold virtual community outreach meeting.
6 Meeting Materials.
  6.1 Agenda.
  6.2 Slides
  6.3 Video Recording.
7 Community Outreach Meeting Attestation Form
```

About.

GreenGrab, Inc. ("GG") is seeking to establish a Marijuana Delivery Operator establishment. As part of the licensing requirements, GG is required to hold a Community Outreach Meeting. Typically, these meetings are held live and in-person. But, due the COVID-19 pandemic, community outreach meetings are to be held virtually. See PDF below. As part of the requirements to host a virtual Community Outreach Meeting, this webpage has been constructed in order to comply with the virtual meeting requirements.

The purpose of the Community Outreach Meeting is to inform the public in the community about the proposed establishment, provide information, and answer the public's questions. Community members and the public are welcome.

Notice of Community Outreach Meeting.

The virtual Community Outreach Meeting for proposed Marijuana Delivery Operator establishment is scheduled for: Tuesday, March 2, 2021, at 5:30 P.M., E.S.T. The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Delivery Operator establishment to be located at: 620 Beaulieu, Holyoke, MA. Participants may choose to attend the meeting either online or by telephone.

To Join or Attend Meeting.

To join Zoom meeting, please use the following link: www.marvincable.com/zoom/

To join the meeting via phone please dial this number: +1 (646) 876-9923, and use this access code: 635 914 1394.

To submit questions or comments in advance, please call our office (413) 268-6500; or, e-mail us: law@marvincable.com. Please also contact us if you have problems joining the meeting, questions about the meeting, or need any other additional assistance.

Again, feel free to contact us with any questions or concerns.

About the Meeting Content.

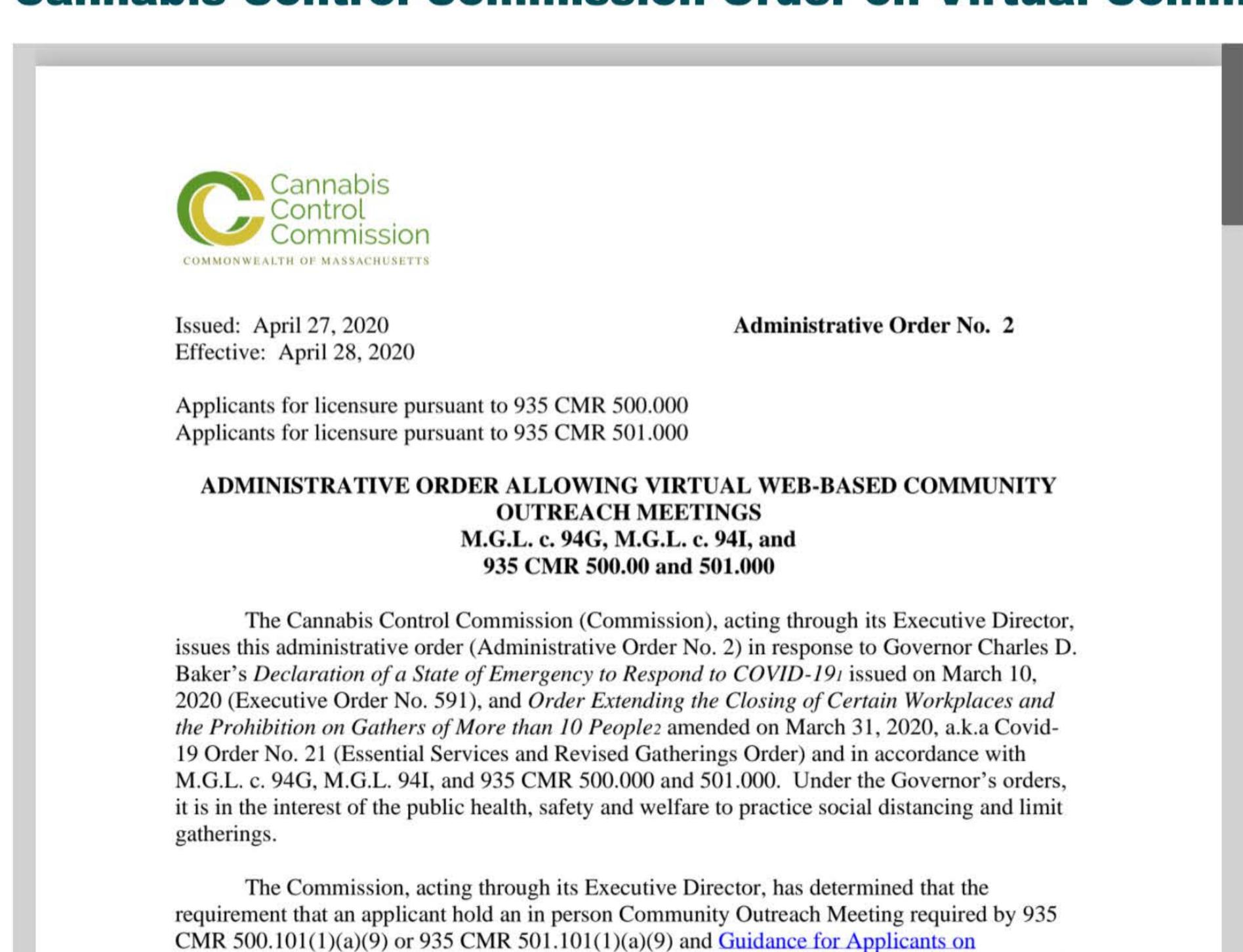
As required by law, the following will be presented at meeting: (1) information about the proposed establishment to be located at 620 Beaulieu, Holyoke, MA; (2) information demonstrating that the location will be maintained securely; (3) information about the steps that will be taken by GG to prevent diversion to minors; (4) information about GG's plan to positively impact the community; (5) information demonstrating that the location will not constitute a nuisance; and, (6) answers from representatives of the proposed GG in response to questions raised by the public and community.

Please note that the meeting will be closed captioned. And, all meeting materials will be posted online, at least 24 hours in advance, at www.marvincable.com/greengrab/

Further, the meeting will be recorded. The recording will be submitted to the Cannabis Control Commission as part of GG's license application, and submitted to the City of Holyoke in a manner conducive for replay on local cable access or other broadcast means at the City of Holyoke's discretion. The recording will also be viewable at: www.marvincable.com/greengrab/

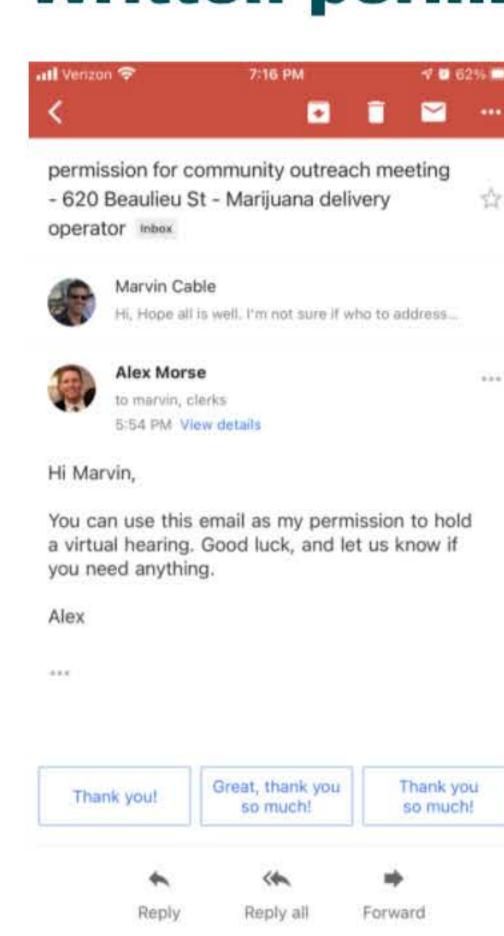
Documents.

Cannabis Control Commission Order on Virtual Community Outreach Meetings.



Community Outrooch would source applicants undue hardship and rick public health safety and

Written permission to hold virtual community outreach meeting.



Click to enlarge.

Meeting Materials.

Agenda.

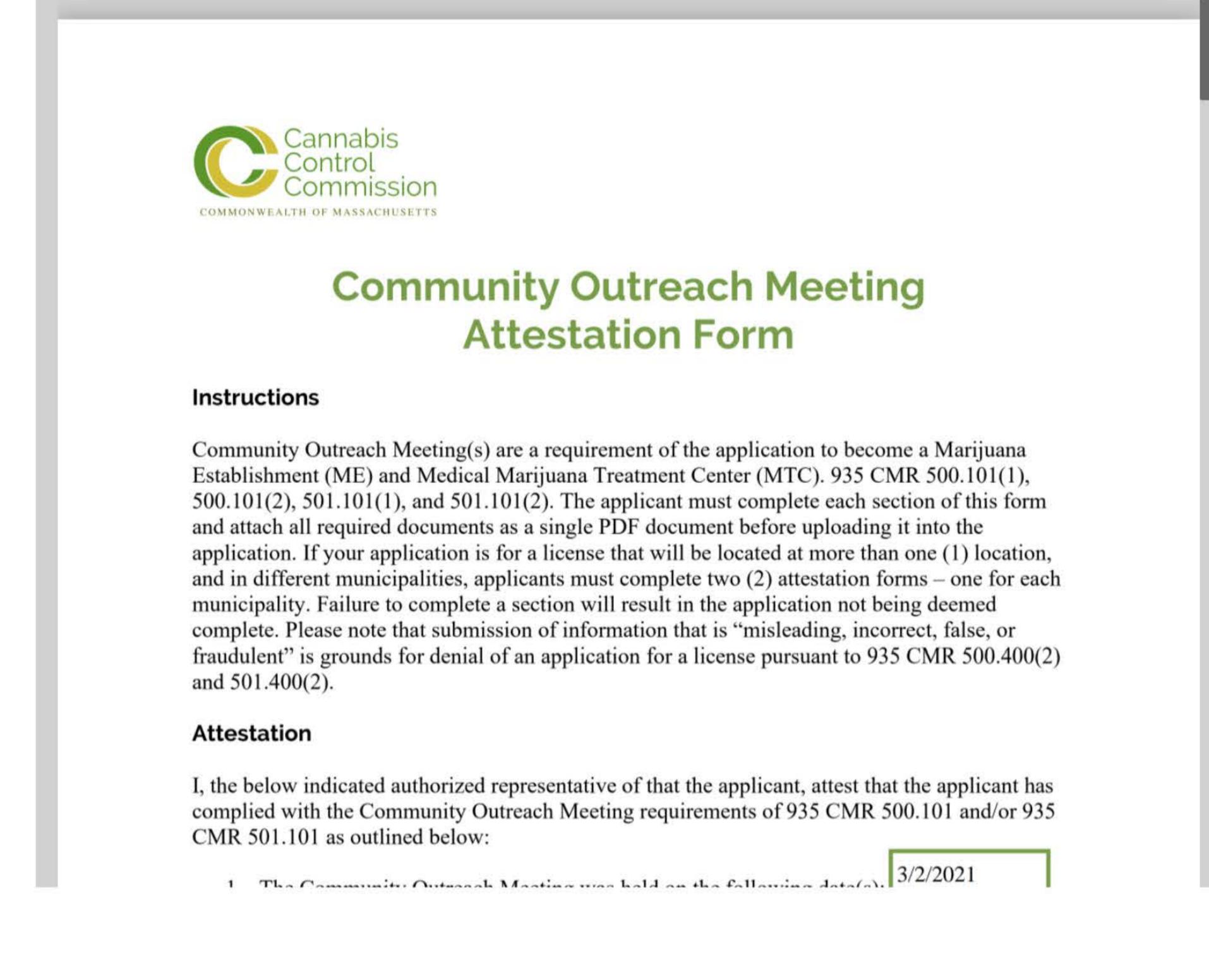
Introduction. Information about the proposed retail establishment and people behind it. Security. Information about plans that will be taken to comply with security requirements. 21+. Information about prevention of diversion to underage consumers. Positive Impact. Information regarding positive impact plans. Good neighbor. Information about remaining compliant with local requirements. Q&A. Time for public interaction. Attorney Dick Evans will handle Q&A.

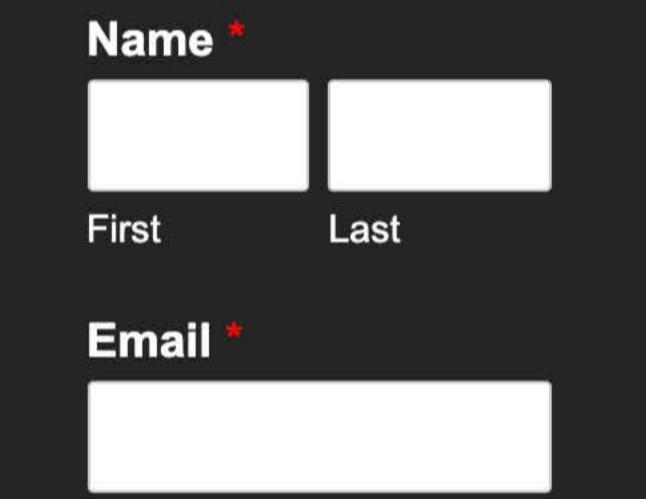
Slides



Video Recording.







Comment or Message *

WRITE US A MESSAGE:

Fax: +1 (888) 691-9850 Email: law@marvincable.com

Mailing Address:

Phone: +1 (413) 268-6500

CONTACT INFO:

Law Offices of Marvin Cable P.O. Box 1630 Northampton, MA 01061

76 Gothic Street Northampton, MA 01060

LOCATIONS

(413) 268-6500 67 N. Pleasant Street Amherst, MA 01002 (413) 992-6272

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PLAN FOR POSITIVE IMPACT.

Greengrab's plan to Positively impact the community is at the core of our mission. We are dedicated to sharing our opportunity with the communities we work in and the people that live in them, particularly the people and communities that have been disproportionately affected by the prohibition and use of drugs. Greengrab has created the following plan to positively impact the residents of Holyoke, which is identified as an Area of Disproportionate Impact.

Goals

Greengrab has established the following goals:

- 1. Host youth financial literacy programs at least two (2) times per year in Holyoke.
- 2. Support Social Equity applicants financially.

Programs

Youth Financial Literacy Program:

Greengrab 's Financial Literacy programs are designed to teach the community's youth about the power of money, savings, spending habits, acquiring assets, credit, and paying bills. We know that many of the youths in our community are unaware of the intricate relationship of these things, and how that relationship determines what they can acquire, and what they will pay. Without basic information disadvantaged youths from disproportionately impacted areas find themselves with no access to capital which is required to create, build and develop their lives, businesses, and communities. Greengrab will host these financial literacy programs at least two (2) times annually for Holyoke youth. These educational programs may take place in the Holyoke Public Library community meeting rooms. The library community meeting room can hold 75 chairs, so attendance shall not exceed that capacity, but shall also be limited by any Covid restrictions that may be in effect. Each program will be advertised in multiple ways: flyers at local community centers, libraries, and stores; social media posts on sites and platforms that may be permissibly viewed by youth; and websites such as eventbrite.com that list community events. These programs are expected to last 90-120 minutes with discussion and Q&A strongly encouraged. Topics shall include (i) Why financial literacy is important; (ii) Creating a budget and setting goals; (iii) Saving and spending; (iv) Managing debt; (v) Obtaining and managing credit cards; (vi) Basics of investing; (vii) financial aid/student loans; (viii) Insurance; and (ix) Taxes.

Social Equity Financial Support Program:

Greengrab will assist at least one Social Equity applicant by providing a low-interest loan or funding through an investment vehicle tailored to the applicant's business circumstances. This financial assistance will be accompanied by mentorship and guidance. Specifically, Greengrab will solicit applications from Social Equity applicants seeking to form and operate a licensed cannabis business. The application will assess financial need, viability of business plan, and long term goals of the applicant. Social Equity status will be verified. Selection criteria will prioritize applicants that are most in

need of financial assistance and mentorship, applicants that will most benefit from this program, and applicants that document a convincing likelihood of success and likelihood of materially benefiting from this program. Greengrab will choose an applicant by a vote of the Directors. The recipient will be offered either a low-interest loan or a similarly favorable investment instrument, depending on the needs and nature of the recipient's business model. The amount will be at least \$2,000 but will likely be greater and shall be tailored to the capital needs of the recipient. Greengrab will provide regular mentorship and advice as the applicant develops a business plan, applies for a license, and commences operations.

Metrics

Greengrab will execute the above plan and measure the outcomes in the following way:

- Maintain annual reports describing the date and location of each youth financial literacy program, as well as the number of participants and the information discussed. The report will also detail the manner and methods used to advertise the youth financial literacy program and the proportion of attendees who identified as Holyoke residents.
- 2. Document in a report the application and selection process of the loan/investment recipient, the terms of the loan/investment, a description of mentoring provided, and a description of the recipient's progress towards licensure. Greengrab will solicit an evaluation or feedback from the recipient regarding the effectiveness of this program which will be included in the report.

Greengrab will use these metrics to assess its plan and to demonstrate success of the plan upon application for license renewal by submitting documentation of the metrics to the CCC.

Acknowledgments

Greengrab will adhere to the requirements set forth in 935 CRM 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 Greengrab will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.

MA SOC Filing Number: 201917745020 Date: 8/2/2019 5:37:00 AM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001395688

ARTICLE I

The exact name of the corporation is:

GREENGRAB INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments Num of Shares Total Par Value		Total Issued and Outstanding Num of Shares
CWP	\$1.00000	100,000	\$100,000.00	100,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: UNITED STATES CORPORATION AGENTS, INC.

No. and Street: <u>101 BILLERICA AVE., BLDG. 5, SUITE 204</u>

City or Town: NORTH BILLERICA State: MA Zip: 01862 Country: USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
PRESIDENT	RICHARD ROSARIO	172 BIRCHLAND AVE. SPRINGFIELD, MA 01119 USA
TREASURER	ODALIZ BRETON	172 BIRCHLAND AVE. SPRINGFIELD, MA 01119 USA
SECRETARY	KRISTOFER CRADDOCK	172 BIRCHLAND AVE. SPRINGFIELD, MA 01119 USA
DIRECTOR	ODALIZ BRETON	172 BIRCHLAND AVE. SPRINGFIELD, MA 01119 USA

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

December

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

ON DEMAND DELIVERY PLATFORM

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

No. and Street: <u>172 BIRCHLAND AVE.</u>

City or Town: SPRINGFIELD State: MA Zip: 01119 Country: USA

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

No. and Street: <u>172 BIRCHLAND AVE.</u>

City or Town:	<u>SPRINGFIELD</u>	State: MA	Zip: <u>01119</u>	Country: <u>USA</u>			
which is	which is						
X its principal	office	an office of	an office of its transfer agent				
an office of	its secretary/assistant secretary	its registe	red office				
Signed this 2 Day of August, 2019 at 5:39:04 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.) LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT SECRETARY							
© 2001 - 2019 Comr All Rights Reserved	nonwealth of Massachusetts						

MA SOC Filing Number: 201917745020 Date: 8/2/2019 5:37:00 AM

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:

August 02, 2019 05:37 AM

WILLIAM FRANCIS GALVIN

Heteram Frain Dalies

Secretary of the Commonwealth

BYLAWS

OF

GreenGrab Inc., a Massachusetts Corporation

ARTICLE I

Section 1.1. Annual Meetings. An annual meeting of the shareholders of GreenGrab Inc. (the "Corporation") will be held for the election of directors on a date and at a time and place either within or without the state of Massachusetts fixed by resolution of the Board of Directors and within six months after the end of the fiscal year.

Any other proper business may be transacted at the annual meeting, except as limited by any notice or other requirements under the Massachusetts Business Corporation Act.

Section 1.2. Special Meetings. Special meetings of the shareholders may be called at any time by the holders of shares entitled to cast not less than 10% of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the Commonwealth of Massachusetts as may be stated in the notice of the meeting.

Section 1.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting a written notice of the meeting must be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat, except that meetings to increase the number of shares or corporate indebtedness each require at least 60 days' notice.

Notice of a shareholders' meeting or any report must be given either personally or by first-class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the Corporation or given by the shareholder to the Corporation for the purpose of notice. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

Section 1.4. Adjournments. When a shareholders' meeting is adjourned to another time or place, except as otherwise provided in this Section, notice need not be given of any such adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 1.5. Validating Meeting of Shareholders; Waiver of Notice. The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof, except as required by the Massachusetts Business Corporation Act.

Section 1.6. Quorum. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in this Section.

Section 1.7. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors, if any, or in the absence of the Chairman of the Board of Directors by the Vice Chairman of the Board of Directors, if any, or in the absence of the Vice Chairman of the Board of Directors by the President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, shall act as secretary of the meeting, or in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.8. Voting. Unless otherwise provided in the Articles of Organization, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively resumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

In all other matters, unless otherwise provided by Massachusetts law or by the Articles of Organization or these bylaws, the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter at a meeting in which a quorum is present shall be the act of the shareholders. Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes at a meeting in which a quorum is present shall be the act of such class or classes, except as otherwise provided by the state of Massachusetts law or by the Articles of Organization or these bylaws.

Section 1.9. Shareholder's Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his or her duly authorized attorney-in-fact.

Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in this Section. Such revocation may be effected by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy.

Section 1.10. Inspectors. In advance of any meeting of shareholders the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof.

Section 1.11. Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of any meeting or to vote or to express consent to corporate action in writing without a meeting or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days prior to the date of such meeting nor more than 60 days prior to any other action.

If no record date is fixed:

- a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;
- b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and
- c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto or the 60th day prior to the date of such other action, whichever is later. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 1.12. Consent of Shareholders in Lieu of Meeting. Except as otherwise provided in the Articles of Organization or under the Massachusetts Business Corporation Act, any action that may be taken at any annual or special meeting of the shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding shares.

ARTICLE II

Board of Directors

Section 2.1. Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by, and all corporate powers shall be exercised by or under, the direction of the Board of Directors, except as otherwise provided in these bylaws or Articles of Organization.

The number of directors comprising the initial Board of Directors shall be set forth in the Articles of Incorporation. The Board of Directors may be enlarged by the shareholders at any meeting or by vote of a majority of the directors then in office, provided that, the number of directors shall not be less than three whenever the Corporation has three or more shareholders, and shall not be less than two whenever the Corporation has two shareholders.

Section 2.2. Election; Term of Office; Resignation; Vacancies. At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. Any director may resign effective upon giving written notice to the Chairman of the Board of Directors, the Secretary of the Board of Directors, or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Subject to the provisions of the Massachusetts Business Corporation Act, any director may be removed with or without cause at any time by the shareholders of the Corporation at a special meeting called for such purpose. In addition, any director may be removed for cause by action of the Board of Directors.

Unless otherwise provided in the Articles of Organization or these bylaws and except for a vacancy caused by the removal of a director, vacancies on the Board of Directors may be filled by appointment by the Board of Directors. The shareholders may elect a director at any time to fill a vacancy not filled by the Board of Directors.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such places within or without the state of Massachusetts and at such times as the Board of Directors may from time to time determine.

Section 2.4. Special Meetings; Notice of Meetings; Waiver of Notice. Special meetings of the Board of Directors may be held at any time or place within or without the state of Massachusetts whenever called by the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, if any, or by any two directors. Subject to any greater notice requirements set forth in the Massachusetts Business Corporation Act, special meetings shall be held on five days' notice by mail or 48 hours' notice delivered personally or by telephone, telegraph or any other means of communication authorized by the Massachusetts Business Corporation Act. Notice delivered personally or by telephone may be transmitted to a person at the director's office who can reasonably be expected to deliver such notice promptly to the director.

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 2.5. Participation in Meetings by Conference Telephone Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board or of such committee, as the case may be, through the use of conference telephone or similar communications equipment permitted by the Massachusetts Business Corporation Act, so long as all members participating in such meeting can hear one another, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.6. Quorum; Adjournment; Vote Required for Action. At all meetings of the Board of Directors a majority of the authorized number of directors shall constitute a quorum for the transaction of business. Subject to the provisions of the Massachusetts Business Corporation Act, every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the Articles of Organization or these bylaws shall require a vote of a greater number.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board by the Vice Chairman of the Board of Directors, if any, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, will act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 2.9. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors for services in any capacity.

ARTICLE III

Executive and Other Committees

Section 3.1. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the authorized number of directors, may designate an executive committee and other committees, each consisting of two or more directors, to serve at the pleasure of the Board of Directors, and each of which, to the extent provided in the resolution but subject to the Massachusetts Business Corporation Act, will have all the authority of the Board.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board of Directors or a provision in the rules of such committee to the contrary, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election. As soon as practicable after the annual meeting of shareholders each year, the Board of Directors shall appoint a President, a Treasurer and a Secretary. The Board may also elect one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person.

Section 4.2. Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer will hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the Chairman of the Board or the Secretary of the Corporation. Such resignation will take effect when the notice is delivered, unless the notice specifies a later time, and unless otherwise specified therein no acceptance of such resignation will be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal will be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer will not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.3. Powers and Duties. The officers of the Corporation will have such powers and duties in the management of the Corporation as are stated in these bylaws or in a resolution of the Board of Directors that is not inconsistent with these bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Secretary will have the duty to record the proceedings of the meetings of the shareholders, the Board of Directors and any committees in a book to be kept for that purpose.

Section 4.4. Salaries. The salaries, compensation and other benefits, if any, of the officers will be fixed from time to time by the Board of Directors, and no officer will be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

ARTICLE V

Forms of Certificates; Loss and Transfer of Shares

Section 5.1. Forms of Certificates. Every holder of shares in the Corporation is entitled to have a certificate signed in the name of the Corporation by (1) the President, any Vice President, Chairman of the Board or Vice Chairman, and by (2) the Chief Financial Officer, Treasurer, Assistant Treasurer, or Secretary of the Corporation, certifying the number of shares and the class or series of shares owned by such shareholder. If such certificate is manually signed by at least one officer or manually countersigned by a transfer agent or by a registrar, then any other signature on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or a new certificate for any other security in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Records and Reports

Section 6.1. Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Section 6.2. Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Organization and bylaws as amended which shall be open to inspection by the shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any shareholder, furnish to that shareholder a copy of the Articles of Organization or bylaws as amended to date.

Section 6.3. Minutes and Accounting Records. The minutes of proceedings of the shareholders, the Board of Directors, and committees of the Board, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Section 6.4. Inspection by Directors. Subject to applicable Massachusetts law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.5. Annual Report to Shareholders. Subject to the Massachusetts Business Corporation Act, for as long as the Corporation has fewer than the number of shareholders specified in the applicable statute, if any, any requirement of an annual report to shareholders is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considers appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

- a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and
- b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and loss required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet.

Section 6.6. Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for 3 years. These documents shall be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

Section 6.7. Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's stock ledger and books of account, may be kept on, or be in the form of magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

ARTICLE VII

<u>Miscellaneous</u>

Section 7.1. Principal Executive or Business Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place either within or without the state of Massachusetts.

Section 7.2. Fiscal Year. The fiscal year of the Corporation must be determined by the Board of Directors.

Section 7.3. Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.4. Indemnification. The Corporation shall have the power to indemnify, to the maximum extent and in the manner permitted by the Massachusetts Business Corporation Act, each of its directors, officers, employees and agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the Corporation.

Section 7.5. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.6. Dividends. The Board of Directors may from time to time declare, and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by Massachusetts law and its Articles of Organization.

Section 7.7. Amendment of Bylaws. To the extent permitted by law, these bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors. The shareholders entitled to vote, however, retain the right to adopt additional bylaws and may amend or repeal any bylaw whether or not adopted by them.

Unless otherwise stated in the Articles of Organization, these bylaws may be amended or repealed, and new bylaws adopted, only by action of the shareholders.

[Remainder Intentionally Left Blank.]



Holyoke, MA 01040

Odaliz Breton
President / Director of GreenGrab Inc.

September 01, 2021

Cannabis Control Commission Union Station, 2 Washington Square Worcester, MA 01604

Re: Controlling Interest (Application# MDA1263)

To whom it may concern,

This letter is to inform the following individuals; Richard Rosario and Kristofer Craddock are no longer associated with GreenGrab Inc. President and Director Odaliz Breton, as well as CFO John Muise are the only individuals holding a controlling interest in GreenGrab Inc.

Sincerely,

OdaliZBreton

Odaliz Breton
President / Director of GreenGrab Inc.

Email: o.breton@greengrab.biz

Phone:1-781 491 4047

PLAN FOR OBTAINING LIABILITY INSURANCE.

Our strategy was to seek insurance brokers that already had experience with the cannabis industry. This allowed us to get a better understanding regarding available premiums and coverage, as well as requirements. With the assistance of Gilbert Insurance Agency, we obtained quotes for coverage meeting the cannabis control Commission standards and requirements, through Canngen Insurance for general and product liability. These quotes are not binding due to our licensing process, but provides realistic figures to work into our financial projections. We are confident we can secure our insurance requirements, contingent on licensing, and we will ensure that coverage is in effect prior to beginning operations. GreenGrab Inc. will meet all insurance requirements set by the Commission and acquire coverage that includes general liability and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

BUSINESS PLAN.

1. Executive summary.

GreenGrab, Inc. (referred to from herein as the "Company" and "GG") was established as a corporation at 620 Beaulieu ST, Holyoke, Massachusetts, 01040 with the expectation of rapid expansion in the cannabis delivery industry.

1.1. Business Description.

The Company was formed on 08/07/2019 as a corporation under Massachusetts state laws and headed by Odaliz Breton and Kristofer Craddock .

The founders of GG include Odaliz Breton and Kristofer Craddock, Two motivated individuals who come from a variety of different career backgrounds and expertise. Odaliz offers 18 years of telecommunication experience and is also licensed in the electronic security industry along with a never-ending passion for technology and innovation. Combined with Kristofer Craddock, an incredibly knowledgeable asset in the cultivation aspect of the cannabis world with 11 years of consulting under his belt. Kristofer has also traveled to states like Arizona, California, and Colorado to further his reach within the growing cultivation sectors of the cannabis industry and the success cannabis has brought to these communities with first-hand experience. These varied skills and backgrounds complement one another creating a perfect balance that we know today as GreenGrab.

1.2. Business Mission.

GG is a user based on-demand delivery platform here to revolutionize the cannabis industry as we know it today. GG is designed with 3 words in mind: Speed, Scalability, and Compliance. We aim to consistently deliver convenience to our customers and innovation to our industry.

2. Our story.

In May of 2019 a conversation between some friends over the cannabis industry gave birth to a compelling idea that grew into a solution that fills a void in the Massachusetts cannabis industry and became the GreenGrab vision. After endless nights brainstorming, attending CCC meetings to observe, and conducting extensive research to determine the needs of all stakeholders, the plan for GG came to life. Even though there wasn't acknowledgement or license available for our concept at that time, we still felt the need to plan our security protocols with state of the art technology and build unique tools for

our marketing strategies. This planning helped put us in a more competitive position.

3. <u>Business summary.</u>

The Company is prepared to introduce the following service to the market: on-demand cannabis delivery from our warehouse facility to registered consumer's homes.

Our easy to use interface can be accessed via web or mobile apps supported on both IOS and Android devices providing consumers access to the best deals and products that GG has to offer in their area from the comfort of their home and right at their fingertips.



4. What we offer

1.3. Data and Analytics

GG analytic capabilities range from trending products, demographic sales, geographical sales, age and gender product preferences and more, all of which can be used to improve and evaluate the market in real time.

1.4. Marketing

GG will be the place where new small businesses, cultivators, or established dispensaries can promote and gain exposure with immediate results as our users will have instant access to their products and deals with a competitive delivery time.

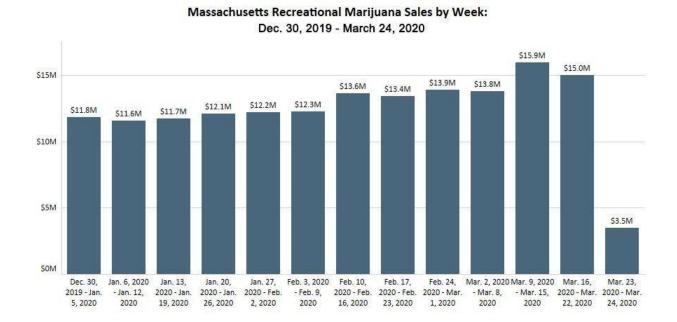
1.5. On-demand Delivery

GG will stock its warehouse with a wide variety of the best cannabis products that Massachusetts's cultivators and manufacturers have to offer. Consumers can see the updated menu online and place their delivery orders which will be promptly shipped out for delivery in a GG vehicle. All delivery vehicles will be modified with state-of-the-art security, tracking, and communications systems to ensure that deliveries arrive safely and efficiently.

5. MARKETING SUMMARY

Industry Overview In Massachusetts, the cannabis industry presently makes 240,000,000 dollars in sales.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions: Availability; Commute; Price; Promotion; Quality; and, Convenience.



Target Markets The company's major target markets are as follows:

Massachusetts cannabis industry year to date sales is 240 million and 702 million since 2018 when recreational use was approved. Market predictions of \$1.35 billion in 2024 is driven by new store openings, increasing consumer demands and new product form factors. Average sale per transaction is between \$48 and \$60 dollars with daily units sold ranging between 49,000 to 69,000.

The estimated number of potential clients within the Company's geographic scope is 700,000.

Pricing Strategy The Company has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy:

Our pricing strategy is constructed to be very competitive while allowing for maximum growth. Users will be responsible for delivery fees at \$1.15 per mile. GG will receive a 45% on margin product of the total cost of the user's order before delivery fee is added.

Promotional Strategy The Company will promote sales and increase our user base using the following methods:

Our strategy will consist of social media, SMS, and email marketing in app push notifications and SEO (search engine optimization) to enhance our online presence along with platform analytic capabilities that can help define our users' experience. Meet-and-greet/launch celebrations will be held at appropriate locations. Marketing materials (trifolds, cards and posters) will be available as well.

6. Operations Team

The GG team will consist of skilled motivated individuals carefully selected to complement corresponding positions:

- 1. Administration/Billing: Will be responsible for payroll, invoicing, accounting, and administering the financial aspects of the business.
- 2. Sales/Marketing: Will be driving traffic and sales to our marketplace and on our platform.
- 3. Development/IT: Installing and configuring computer hardware, software, systems, networks, printers and scanners. Monitoring and maintaining computer systems and networks as well as all platform technology.
- 4. Compliance Officer: Ensures that the company is compliant with regulatory and legal requirements as well as internal policies. Responsible for maintenance and organizing all security and body camera footage to make available for review.
 - 5. Delivery Logistics Manager: Responsible for planning, coordinating, and

monitoring the day to day delivery process, ensuring all routes are covered. Responsible for relocating drivers as needed.

- 6. Dispatchers: Dispatchers will assist drivers by coordinating delivery routes and timing to maximize efficiency and reduce delivery times.
- 7. Delivery Drivers: Drivers will be the face of the GG brand by providing an exceptional customer service with the ability to answer any question regarding products or even promoting other available products, opening opportunities for future sales, expanding the brand even further.
- 8. Warehouse Staff: Warehouse Staff will be responsible for preparing orders by transferring products from the vault and readying the orders for pickup by Delivery Drivers.

2. FINANCIAL PLAN

The following projections are based on 500 daily transactions at \$60 a transaction with a distance of 6 miles from warehouse to delivery location. \$1.15 a mile delivery charge applies to users. Our financial model allows us to offer users a convenient way to purchase cannabis, as well as offers our partners growth and exposure. With the average delivery time no longer than 30 minutes, GG is the perfect combination of marketing and distribution.

2.1. Income Statement.

Date Range (Monthly)	2020
Commission on sales and delivery fees Combined	\$ 264,600.00
Delivery Drivers pay roll	\$ 30,726.00
Paper bags with logo	\$ 1,650.00
PPE and Sanitización Gear	\$ 350.00
fuel for delivery vehicles	\$ 5,516.00
Carbon copy delivery forms	\$ 460.00
Total Cost of Sales	\$ 38,702.00
Gross Margin	\$ 225,898.00
Gross Margin %	85.37%
Expenses	
Payroll Office Staff	\$ 18,279.00
Marketing and Other Expenses	\$ 2,000.00
Depreciation	\$ 200.00
Sim Cards for Gps Trackers	\$ 220.00
Data Cost	\$ 150.00
Insurance	\$ 400.00
Cell phones	\$ 480.00
Automotive insurance	\$ 1,800.00
Rent	\$ 1,200.00
Payroll Taxes	\$ 4,400.35
Web Hosting Monthly Cost	\$ 350.00
Accounting software	\$ 85.00

Total Operating Expenses	\$ 29,564.35
Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)	\$ 196,333.65
Interest Expenses	\$ -
Taxes	\$ 41,230.07
Net Profit	\$ 155,103.58
Net Floiit	\$ 100,100.00

Personnel policies including background checks.

Overview

GreenGrab, Inc. ("GG") will securely maintain personnel records, including registration status and background check records. GG 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

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with GG 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 Training 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 GG will undergo a detailed background investigation prior to being granted access to a GG facility or beginning work duties, as required under 935 CMR 500.030 and 935 CMR 500.101(1)(b) and in compliance with M.G.L. c. 6 section 172. Such documentation will be maintained within each agent's personnel record.

Background checks will be conducted on all agents in their capacity as employees or volunteers for GG 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), GG 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.
- 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, GG 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, GG 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 GG or the Commission.

Personnel Policies and Training

As outlined in GG's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All GG agents are required to complete training as detailed in GG's Qualifications and Training plan which includes but is not limited to the GG's strict alcohol, smoke and drug-free workplace policy, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal.

GG will have a 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 GG 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.

1. Staffing Plan

The staffing plan shown below is provided as a presentation and justification of all staff required for GreenGrab Inc.

The following elements are included in the staffing plan:

- Position Title
- Staff Name
- Degrees/Certifications
- General Responsibilities
- Percent Full Time Equivalent (FTE)
- Annual Base Salary

Position	Staff Name	Degrees	FTE	TBD
Title CEO	odaliz breton	/Certification s N/A	100%	TBD

- Provide inspired leadership company wide.
 - Make high-level decisions about policy and strategy.
 - Report to the board of directors and keep them informed.
 - Develop and implement operational policies and a strategic plan.
 - Act as the primary spokesperson for the company.
 - Develop the company's culture and overall company vision.

- Help with recruiting new staff members when necessary.
- Create an environment that promotes great performance and positive morale.
- Oversee the company's fiscal activity, including budgeting, reporting, and auditing.
- Work with senior stakeholders, chief financial officer, chief information officer, and other executives. •

Assure all legal and regulatory documents are filed and monitor compliance with laws and regulations. • Work with the executive board to determine values and mission, and plan for short and long term goals. • Identify and address problems and opportunities for the company.

- Build alliances and partnerships with other organizations.
- Oversee day-to-day operation of the company.

• Work closely with the human resource department to ensure great hiring.

Position	Staff Name	Degrees	FTE	TBD
Title CFO	John Muise	/Certification s N/A	100%	TBD

- Assist with high-level decisions about policy and strategy.
- Help with recruiting new staff members when necessary.
- Oversee the company's fiscal activity, including budgeting, reporting, and auditing.
- Assure legal and regulatory documents are filed and monitor compliance with laws and regulations.
 Identify and address financial risks and opportunities for the company.
- Supervise financial reporting and budgeting team.
- Review financial reports for ways to reduce costs.
- Work well with Chief Marketing Officer, CEO, and COO to develop the strategic plan.
- Develop and implement operational policies and a strategic plan.
- Oversee the company's fiscal activity, including budgeting, reporting, and auditing.
- Develop and implement operational policies and a strategic plan.
- Make high-level decisions about policy and strategy.
- Evaluate performance by analyzing and interpreting data and metrics.
- Work closely with the human resource department to ensure great hiring.

Position	Staff Name	Degrees	FTE	TBD
Title COO	Kristofer craddock	/Certification s N/A	100%	TBD

General Responsibilities

- Supervising all daily operations of the company, including inventory, marketing and sales.
- Working closely with the Chief Executive Officer and Chief Financial Officer on all matters related to the business.
- Performing employee reviews and developing corrective action plans if needed
- Developing and implementing strategies, procedures and business plans needed to enhance company growth.
- Working with the executive team to set company performance goals.
- Cultivating and providing opportunities for rising talent within the organization.
- Design and implement business strategies, plans and procedures.
- Make high-level decisions about policy and strategy.
- Evaluate performance by analyzing and interpreting data and metrics.

• Work closely with the human resource department to ensure great hiring.

Position Title	Staff Name	Degrees /Certification	FTE	TBD
Human Resources Executive	Joaeth Breton	s AS in Law Enforcement	100%	TBD

- Manage the staffing process, including recruiting, interviewing, hiring and onboarding.
- Ensure job descriptions are up to date and compliant with all local, state and federal regulations.
- Develop training materials and performance management programs to help ensure employees understand their job responsibilities.
- Create a compensation strategy for all employees based on market research and pay surveys; keeps the strategy up to dateInvestigate employee issues and conflicts and brings them to resolution.
- Ensure the organization's compliance with local, state and federal regulations.
- Design compensation and benefits packages.

- Implement performance review procedures (e.g. quarterly/annual and 360° evaluations)
- Develop fair HR policies and ensure employees understand and comply with them.
- Implement effective sourcing, screening and interviewing techniques.
- Assess training needs and coordinate learning and development initiatives for all employees.
- Monitor all department's budgets.
- Act as the point of contact regarding labor legislation issues.
- Manage employees' grievances.
- Create and run referral bonus programs.
- Review current HR technology and recommend more effective software (including HRIS and

ATS) • Measure employee retention and turnover rates.

• Oversee daily operations of the HR department.

Position Title	Staff Name	Degrees /Certification	FTE	TBD
Sales & Marketing Manager	TBD	S High School Diploma or GED required. AS or BA preferred.	100%	TBD

- Analyze digital data to draw key recommendations around platform optimization.
- Conduct social media audits to ensure best practices are being used.
- Maintain a digital dashboard of several different accounts.
- Coordinate with the sales team to create marketing campaigns.
- Prepare emails to send out to customers.
- Monitor key online marketing metrics to track success.
- Create and maintain online listings across GreenGrab platforms.
- Ensure that the brand message is consistent.
- Track trends and monitor competition.

- Work and brand values.
- Innovate.
- Communicate with the rest of the company.
- Help improve sales processes and customers.

• Define strategic marketing plans.

Position Title	Staff Name	Degrees /Certification	FTE	TBD
Loss Prevention Compliance Officer	TBD	S High School Diploma or GED required. AS or BA preferred	100%	TBD

General Responsibilities

- Maintain a compliance program for the company from the company perspective and the State level cannabis licensee.
- Assist in identifying a compliance application to better control and organize the documents, compliance calendar and tract action points
- Create sound internal controls and monitor adherence to them.
- Evaluate the efficiency of controls and improve them continuously.
- Revise procedures, reports etc. periodically to identify hidden risks or non-conformity issues. •

Collaborate with Legal and HR to monitor enforcement of standards and regulations.

- Coordinate efforts with state regulators to ensure our interpretations of the state rules are accurate and pragmatic.
- Assist in assessing the business's future ventures to identify possible compliance risks.
- Keep abreast of regulatory developments within or outside of the company as well as evolving best practices in control.
- Prepare reports for management and external regulatory bodies as appropriate. •

SOPs aim to achieve efficiency, quality output and to comply with industry regulations.

Required Skills/Abilities:

- Excellent knowledge of reporting procedures and record keeping.
- Familiar with SOP's
- Diligent with outstanding planning abilities.
- An Analytical mind able to "see" the complexities of procedures and regulations.
- Excellent communication skills.
- Education and Experience:
- BS in business administration or a related field preferred, but not required.
- Experience working within a regulated industry.

• Previous cannabis industry experience preferred but not required.

Position Title	Staff Name	Degrees /Certification	FTE	TBD
Delivery Agent	TBD	s High School	100%	TBD
(full time)		Diploma or GED required.		

- Deliver Variety Of cannabis items to different addresses and through different routes.
- Follow Routes And time schedule.
- Load, unload, prepare, inspect and operate a delivery vehicle.
- Ask for feedback provided services and resolve clients' complaints.
- Collect payments.
- Inform Customers about new products and services.
- Complete logs and reports.
- Follow DOT regulations and safety standards.
- Follow company standards policy and procedures.
- Comply with all regulation and standards set by the Cannabis Control commission.

Position Title	Staff Name	Degrees /Certification	FTE	TBD
Dispatcher (full-time)	TBD	s High School	100%	TBD
		Diploma or GED required.		

General Responsibilities

- Develop delivery routes and maintain contact with drivers throughout the day.
- Collaborate with management to modify daily routes to accommodate the needs of customers.
- Act as a communication liaison through communication with delivery drivers by answering incoming phone calls from drivers on the road.
- Cultivate strong relationships with drivers and customers to reduce the stress that comes with last minute schedule changes.
- Monitor any sudden route changes or road construction issues and work with drivers to establish new routes for timely deliveries.

Alcohol, Smoke, and Drug-free Workplace Policy

Policy Brief & Purpose

GreenGrab Inc. is committed to providing a safe work environment and to promoting and protecting the health, safety and well-being of our employees.

Scope

This Alcohol, Smoke, and Drug-free Workplace policy applies to all prospective or current employees of GreenGrab Inc.

Policy Elements

In order to maintain a drug, alcohol and tobacco-free workplace, and to provide for safe and responsible interactions between our employees and consumers/Marijuana Retailers, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs, use of prescription drugs that are not used as prescribed, or use of any other substance that causes intoxication or results in mind or mood alterations, including deliberate use of over-the-counter or unregulated substances for this purpose.

Policy Measures

Use or possession of drugs or alcohol as described in this policy is prohibited on GreenGrab Inc. property and company-owned vehicles, or off premises at any GreenGrab delivery or GreenGrab related activity, event or function. Tobacco may be in employee personnel's possession but may not be displayed and may not be used on or within any GrabGreen property. This policy is intended to regulate work environments, and does not mean and should not be interpreted to

mean that any and all other conduct involving drugs, alcohol, or tobacco, including off duty conduct, is necessarily acceptable or permitted.

Therefore, the following activities and conduct by employees shall be prohibited. - The unlawful use, possession, solicitation for, distribution of, or sale of narcotics or other illegal drugs, alcohol, tobacco, or prescription medication on GreenGrab premises without a prescription, GreenGrab delivery, or at GreenGrab related activities. - Being impaired by legal drugs or under the influence of illegal drugs or alcohol while performing workplace duties. - Possession, use, solicitation for, distribution of, or sale of illegal drugs away from the workplace.

Disciplinary Consequences

Employees shall promptly notify the Human Resources Executive of any citation, arrest and/or conviction related to alcohol or drug use no later than five days after such citation, arrest, and/or conviction.

Violations of this drug, alcohol and tobacco-free workplace policy are subject to disciplinary sanctions up to and including the termination of employment. Appropriate remedies for violations may include, but are not limited to, referral to law enforcement, discipline or discharge from employment with GreenGrab Inc.

This policy will be published for employees annual training regarding the Drug Free Workplace policy and attestation.

Confidentiality Policy

Policy Brief & Purpose

We've designed our company confidentiality policy to explain how we expect our employees to treat confidential information at GreenGrab Inc. Employees will unavoidably receive and handle personal and private information about consumers, retailers and our company. We want to make sure that this information is well-protected.

We must protect this information for two reasons. It may:

- -Be legally binding
- -Constitute the backbone of our business, giving us a competitive advantage

<u>Scope</u>

This Immediate Confidentiality policy applies to all prospective or current employees of GreenGrab Inc.

Policy Elements

Confidential information is secret, valuable, expensive and/or easily replicated.

What employees should do:

- -Lock or secure confidential information at all times
- -Shred confidential documents when they're no longer needed

- -Make sure they only view confidential information on secure devices
- -Only disclose information to other employees when it's necessary and authorized -Keep confidential documents inside our company's premises unless it's absolutely necessary to move them

What employees shouldn't do:

- -Use confidential information for any personal benefit or profit
- -Disclose confidential information to anyone outside of our company
- -Replicate confidential documents and files and store them on insecure devices

Policy Measures

We'll take measures to ensure that confidential information is well protected:

- -Store and lock paper documents
- -Encrypt electronic information and safeguard databases
- -Ask for authorization by senior management to allow employees to access certain confidential information
- -Exceptions: Confidential information may occasionally have to be disclosed for legitimate reasons.

Disciplinary Consequences

Employees who do not adhere to our confidentiality policy will face disciplinary and, possibly, legal action.

We'll investigate every breach of this policy. We'll terminate any employee who willfully or regularly breaches our confidentiality guidelines for personal profit. We may also have to punish any unintentional breach of this policy depending on its frequency and seriousness. We'll terminate employees who repeatedly disregard this policy, even when they do so unintentionally.

This policy is binding even after separation of employment.

Immediate Termination of Employment Policy

Policy Brief & Purpose

Our Immediate Termination of Employment policy refers to the event that an employee ceases to be part of the company's workforce. It is beneficial for all parties that the employment separation process is as clear as possible so misunderstandings and distrust between the employee and GreenGrab Inc. can be avoided.

Scope

This Immediate Termination of Employment policy applies to all prospective or current employees of GreenGrab Inc.

Policy Elements

The company will observe all legal dictations referring to immediate termination of employment. Immediate discharge for cause refers to the immediate termination of employment from GreenGrab Inc. due to an employee's misconduct.

Disciplinary Consequences

Discharge for cause behaviors or actions that will result in immediate termination of employment are as follows:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- Engaged in unsafe practices with regard to operations of GreenGrab Inc., which shall 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.

Additional Policies

Persons with Disabilities

- a. Each new employee will be notified of their rights under https://www.mass.gov/service-details/about-employment-rights.
- b. GG will create employment policies that prohibit discrimination against and provides reasonable accommodations for persons with disabilities.

Code of Ethics

- a. GG expects employees to act in accordance with the highest standards of business ethics both on and off company premises, to avoid any appearance of impropriety, and to observe all applicable laws and regulations while conducting business on the company's behalf.
- b. Employees are expected to abide by the spirit as well as the letter of this Code. Employees are also expected to cooperate with any inquiries or investigations concerning a possible or suspected violation of this Code. Any employee's failure to fulfill his or her or their responsibilities under this Code may result in disciplinary action, up to and including immediate termination of employment.
- c. Ethical Standards. GG is committed to conducting business in a fair and open manner within the spirit and letter of the law, with the highest regard for the community and employees. GG's success depends not only on the knowledge, skills and abilities of employees, but also on sound judgment, self-discipline, common sense, and integrity. As such, all employees are required to maintain and uphold the following common ethical standards:

- i. To pursue company objectives in a manner that does not conflict with the integrity of the company or the public interest;
- ii. To be truthful and accurate in all employees say and do;
- iii. To protect confidential information;
- iv. To treat fellow employees, and the public, with respect and dignity;
- v. To observe all laws, regulations, ordinances, and rules applicable to the operation of the business;
- vi. To maintain honest and fair relationships with all company vendors;
- vii. To ensure quality and value in the company's products/services and relationships with vendors; and
- viii. To avoid any situations that may engender any conflict between the personal interests of employees and the business interests of the company, except to the extent the law permits otherwise.

Conflicts of Interest Policy

- a. GG insists on the undivided loyalty of all employees, including management and non- management staff, except to the extent doing so would be inconsistent with applicable law. Subject to that caveat, employees must not engage in any conduct, and must avoid situations that would create an actual or potential conflict of interest or create the appearance of such a conflict.
 - i. Conflicts of interest arise when an employee's personal activity or personal interest is contrary to the interests of the company. These personal activities or interests may influence the employee's judgment, causing the employee to make decisions based upon the potential for personal gain, rather than in the best interests of the company.
 - ii. To prevent conflicts of interest, the following behavior is deemed unacceptable and unethical, except to the extent the law provides otherwise:
 - Receiving or giving of merchandise, money, services, travel, accommodations, or lavish entertainment that might appear to have been given to influence a business decision. Gifts offered or received at any time that are of more than minimal or token value shall not be accepted and shall be returned to the sender with an appropriate explanatory note or letter;
 - Maintaining personal, business, or financial relationships with a customer or vendor where the employee has control or influence over the company's relationship with that customer or vendor. For example, employees should not borrow from or lend personal funds to a customer or vendor;
 - 3. Using information developed or learned on the job for personal or familial benefit. This includes the use of company databases, financial information, and intellectual property;

- Conducting company business with, or using position or authority to influence the company to conduct business with, family members; and.
- Unauthorized sharing of confidential or proprietary company-related information with business associates or representatives of other companies.
- iii. The list above serves only to illustrate sources of possible conflicts of interest and does not constitute a complete list of all the situations that may result in a conflict of interest. Ultimately, it is the responsibility of each employee to avoid any situation that could affect his/her/their ability to judge situations independently and objectively, and any situation that could even appear to be a conflict of interest. It is important to note that under certain circumstances, conflicts of interest can amount to violations of criminal law. Any doubts should be resolved in a discussion with a manager.

b. Employment of Relatives and Significant Others

- i. To avoid conflicts of interest and to promote stability and goodwill in the workplace, GG should attempt not to hire or transfer relatives into positions in which they supervise or are supervised by another close family member. GG should also try to avoid placing them in positions in which they work with or have access to sensitive information about family members. The same general considerations apply if two employees marry or become involved in a domestic-partner relationship. If a supervisory, security, morale, safety, or other conflict results from the relationship, GG reserves the right to use discretion in hiring and placing employees in a manner designed to avoid these concerns. One of the employees may be transferred or, if necessary, terminated to resolve the situation.
 - 1. The term "relatives," as used in the preceding paragraph, refers to a spouse or domestic partner, parents, legal guardians, siblings, children, grandparents, grandchildren, or current in-laws. (Natural, step- or adopted relationships are included in this definition.) This Code also applies to significant others. In addition, if a conflict or appearance of a conflict arises because of a dating relationship, at GG's sole discretion, the conflict may be resolved by transfer of one or both employees or termination of employment.

Violations

a. Violations of this Code of Ethics or Conflict of Interest Policy (the "Code") will be grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation. Disciplinary action will be taken against individuals who authorize or participate directly in a violation of the Code. Disciplinary action also may be taken against any of the violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior. Compliance with the Code will be considered in the evaluation of each individual's overall performance.

Complaints of Retaliation as a Result of Disclosure.

a. If an employee or applicant believes that he or she or they has been retaliated

against for disclosing information regarding misconduct under the Code, he/she/they should file a written complaint with any company manager or any company officer. It is GG's policy to encourage employees to come forward with any safety, ethical, or legal concerns. Retaliation against those who bring forward these types of related concerns or complaints will not be tolerated.

Whistle Blower Policy

- a. It is essential that all employees pay close attention to possible violations of the Code of Business Ethics and Conduct, state and local laws and regulations, whether they occur because of an oversight or intention. Any employee who is aware of possible violations should notify his or her or their manager or a company officer.
- b. Appropriate subjects to report include, but are not limited to, fraud, theft, embezzlement, bribery, undisclosed conflicts of interest, and diversion of marijuana.
- c. Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed constitutes a violation of law and/or ethical standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action.
- d. No employee who in good faith reports a concern or participates in an investigation shall be subject to harassment, retaliation, or adverse employment consequences because of such report or participation.
- e. Concerns may be submitted on a confidential or anonymous basis. GG shall take reasonable steps to protect the identity of the reporting individual and keep reports of concerns confidential to the extent possible consistent with the need to conduct an adequate investigation.

1. General Overview

GreenGrab Inc. ("GreenGrab") has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of GreenGrab documents. GreenGrab records will be maintained in accordance with generally accepted accounting principles. Records will be stored at GreenGrab in a locked room designated for record retention with a copy stored offsite in a secured location. All written records will be available for inspection by the Cannabis Control Commission ("CCC") upon request.

GreenGrab records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- Written operating procedures as required by 935 CMR 500.105(1);
- Inventory records as required by 935 CMR 500.105(8);
- Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); and,
- Additional record requirements specific to Marijuana Delivery Operators pursuant to 935 CMR 500.146.

1. Responsible Organizational Entities

All GreenGrab employees.

2. Recordkeeping and Retention

To ensure that GreenGrab 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 GreenGrab's quarter-end closing procedures. In addition, Operating Procedures will be updated on an ongoing basis as needed and undergo a review by the board of directors on an annual basis.

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

- Insurance Coverage, including Directors and Officers Policy, Product Liability Policy, General Liability Policy, Umbrella Policy, Workers Compensation Policy, Employer Professional Liability Policy.
- Third-Party Contracts including Supplier to Retailer, Surveillance and Security,
 Banking and Transaction Processing, Secured Transport, POS BioTrackTHC.
- o CCC Requirements, including Annual Registrations and Annual Audit.
- Local Compliance records including Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals, As-Built Drawings (Architect, Building Permit, General Contactor, Engineer).
- Corporate Governance records including Annual Report, Secretary of State Filings, Board of Directors Meetings, Minutes from Board of Directors Meetings.
- Business Records: are defined as those which require ongoing maintenance and updates. These records can be electronic or hard copy although preferably electronic copy and at minimum include:
 - Assets and Liabilities
 - Monetary transactions
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers
 - Sales records that including the quantity, form, and cost of marijuana product
 - Salary and wages paid to each employee, stipend paid to board members, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with GreenGrab.
 - List of all board members and executives of GreenGrab
- Personnel Records are maintained as a separate category considering the importance of the background checks on employees
 - Job description for each employee as well as organizational charts consistent with the job description
 - A personnel record for each employee. Such records will be maintained for at least (12) months after termination of the agent's affiliation with GreenGrab and will include, at a minimum, the following:
 - All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
 - GreenGrab, pursuant to 803 CMR 2.04: iCORI Registration, shall retain a Criminal Offender Record Information (CORI) report and any other

background check information required by the CCC for each individual for whom seeks a marijuana establishment agent registration

- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, 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 training instructors / presenters.
- A copy of the application that GreenGrab submitted to the CCC on behalf of the prospective GreenGrab employee.
- 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 business operating conditions;
- Personnel policies and procedures, which will include a code of ethics, whistle-blower policy, policies to notify persons with disabilities of their rights and prohibiting discrimination and providing reasonable accommodations; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Inventory Records

- The records 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.
- GreenGrab will use BioTrackTHC to maintain real-time inventory, BioTrack inventory reporting meets the requirements specified by the CCC and 935 CMR 500.105(8) and (9), including, at a minimum, an inventory of marijuana flower, all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

Incident Reporting Records

 Within ten(10) calendar days, GreenGrab will provide written notice to the CCC of any reportable incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the appropriate law enforcement authorities were notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by GreenGrab for a minimum of two (2) years, but not less than the duration of an open investigation, and made available to the CCC and to law enforcement authorities acting within their lawful jurisdiction 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 time out, and the name of the authorized agent who will be escorting the visitor. The visitor log shall be available for inspection by the CCC at all times.

Waste Disposal Records

- When cannabis or MIPs are disposed of, GreenGrab will create and maintain an electronic record of the date, the time, and the type and quantity disposed of, the manner and location of disposal, and the persons present during the disposal, with their signatures as required under 935 CMR 500.105(12);
- GreenGrab will keep disposal records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the CCC.

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if GreenGrab is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
- All security system recordings shall be maintained in a secure location to prevent theft, loss, destruction or alteration.

Transportation Records

 GreenGrab will retain all transportation manifests for a minimum of one (1) year and make them available to the CCC upon request.

Employee Training Records

- GreenGrab will maintain Documentation of all required training, including but not limited to responsible vendor training, harassment identification and prevention, privacy and confidentiality, ethics and standards training
- GreenGrab will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the CCC and any other applicable licensing authority upon request during normal business hours.

Closure

- In the event GreenGrab closes, all records will be kept for at least two (2) years at GreenGrab's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, GreenGrab will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have
- Written Operating Policies and Procedures: Policies and Procedures related to GreenGrab's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis, and shall include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - Policies to promote workplace safety consistent with OSHA standards :
 - A description of GreenGrab's hours of operation and after-hours contact information, which shall be provided to the CCC, 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);
 - Retention of laboratory testing results;
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 500.105(8) and (9);
 - Plans for quality control 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;
- A policy for the immediate dismissal of any employee who has:
 - Diverted marijuana, which shall be reported to the appropriate law enforcement authorities and to the CCC;
 - Engaged in unsafe practices with regard to GreenGrab operations, which shall be reported to the CCC; 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 board members and executives, and members, if any, of GreenGrab shall be made available upon request of any individual, or may be posted on GreenGrab's website..
- Policies and procedures for the handling of cash on GreenGrab 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 shall 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 the 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.

Recording Sales.

- GreenGrab will only utilize a point-of-sale (POS) system approved by the CCC, in consultation with the DOR for recording of all sales.
- GreenGrab shall only collect and record consumer personal information to the extent required and permitted by 935 CMR 500.140(2).

- GreenGrab shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. GreenGrab will maintain records that it has performed the monthly analysis and produce it upon request to the CCC.
- GreenGrab will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

Records of Vaporizer Devices

- GreenGrab shall retain all records of purchases from any Product
 Manufacturer or supplier of any ingredient, additive, device, component part
 or other materials provided to GreenGrab regarding vaporizer devices sold by
 GreenGrab.
- These records shall be made available to the CCC upon request.
- Use of Secret Shopper Investigative Results.
 - All investigative results shall be retained as part of GreenGrab records.

Deficiency Statements

 After an inspection in which a violation of the act or 935 CMR 500.000, is observed or a violation is otherwise determined to have occurred, the CCC deficiency statement citing every violation shall be retained by GreenGrab for no less than 3 years.

Retention time

 GreenGrab will exceed CCC recordkeeping requirements and retain, at minimum, an electronic copy of all records for seven (7) years.

Maintaining of Financial Records.

GreenGrab will follow financial record-keeping policies to ensure proper maintenance, storage, and accessibility in compliance with 935 CMR 500. Such policies will require that:

- All confidential information must be maintained in a secure location, kept separate from all other records, and must not be disclosed unless by written consent of the individual to whom the information applies, or as required otherwise under law or pursuant to an order from a court of competent jurisdiction. Notwithstanding the above, the CCC may access this information in order to fulfill its official duties.
- 2. Recordkeeping requirements as per 935 CMR 500.105(9) must be followed, including:
 - a. Maintenance of written business records prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), available for inspection, which will include paper or electronic records of:
 - i. Assets and liabilities:
 - ii. Monetary transactions;
 - iii. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers and receipts;
 - iv. Sales records including the quantity, form, and cost of marijuana products, and;
 - v. Salary and wages paid to each employee, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the marijuana establishment, including members, if any.
- 3. All sales recording requirements for Marijuana Delivery Operators under 935 CMR 500.146(4) are followed, including:
 - a. Utilizing a Point of Sale ("POS") system approved by the CCC, in consultation with the DOR, and a sales recording module approved by the DOR;
 - b. GreenGrab prohibits the alteration or manipulation of sales data and shall conduct a monthly analysis of GreenGrab's equipment and sales data to ensure that no software or methodology has been employed to manipulate sales data, and maintaining records that such analysis has been performed, to be made available to the CCC upon request;
 - i. If GreenGrab determines that software has been installed, or other efforts made, to manipulate sales data, GreenGrab will immediately disclose such information to the CCC and DOR, shall cooperate with any investigation, and shall take such other action as directed by the CCC.
 - c. Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - d. Adopting separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales, and;

- e. Maintaining such records that would allow for the CCC and the DOR to audit and examine the POS system used in order to ensure compliance with 935 CMR 500 and Massachusetts tax laws.
- 4. Additional business records will be kept, including but not limited to records of:
 - a. Compliance with liability insurance coverage or maintenance of escrow requirements as per 935 CMR 500.105(10) and all bond or escrow requirements as per 935 CMR 500.105(16);
 - b. Fees paid under 935 CMR 500.005 or any other section of the CCC's regulations;
 - c. Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the CCC's regulations, and;
 - d. Local, state and federal tax payments.
 - e. Agreements with Third-Party Technology Platforms, including all terms, fee structures, and payments for services, in compliance with 935 CMR 500.145(1)(g).
- 5. All financial records shall be retained for a minimum of two years following closure of the business and shall be accessible to the CCC as per 935 CRM 500.105(9)(g).

DIVERSITY PLAN

Greengrab is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following: minorities; women; veterans; people with disabilities; and people who identify as LGBTQ+. To support such populations, Greengrab has created the following Diversity Plan and has identified and created goals and programs to promote equity in Greengrab's operations.

Goals

- 1. Promote equity for minority individuals by hiring and retaining at least twenty-five percent (25%) diverse individuals, consisting of 65% minority,15% women,10% veterans, 5% individuals who identify as LGBTQ+, and 5% individuals with disabilities.
- 2. Contract with diverse wholesalers, vendors, and contractors such that 40% of all contracts are with diverse vendors and use best efforts to ensure the company maintains the following diversity percentages: 65% minority, 15% women, 10% veterans, 5% individuals with disabilities and 5% individuals who identify as LGBTQ+.

Program

Greengrab will effectuate these goals with the following programs:

- Hiring and Workforce:
 - Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers/platforms, networking groups for minorities and posting job options on public boards. Such publications may include El Sol Latino, Valley Advocate, Holyoke Sun, Different Leaf, Daily Hampshire Gazette, and ads will encourage applications from diverse candidates. At least one (1) advertisement will occur whenever a job becomes available, but no less than once annually.
 - Encouraging current Greengrab employees from diverse groups to refer applicants for employment;
 - Participating in career day programs, such as those offered by MassHire Holyoke Career Center, at least once per year.
- Vendors/Wholesalers/Contractors
 - Utilize the Massachusetts Supplier Diversity Office (SDO) directory of certified businesses to identify business to work with;
 - Work with businesses that identify themselves as minority-owned, womenowned, veteran-owned, disabled-owned, or LGBTQ-owned;
 - Train managers on identifying and contracting with diverse businesses.

Metrics and Reporting

The Board of Directors will audit the Diversity Plan annually prior to license renewal. The audit report shall detail the implementation of the Program, the extent to which the Goals are achieved, the overall success of the Plan, and will contain:

- Employment data, including information on minority representation in the workforce in all job classifications; average salary ranges; recruitment and training information; and retention and outreach efforts;
- A comprehensive description of all efforts made by Greengrab to deploy, monitor and enforce the Diversity Plan;
- Number of minority individuals who were hired and retained after the issuance of a license;
- Number of promotions for minority individuals since initial licensure;
- Number of total positions created since initial licensure;
- Number of and type job postings and recruitment efforts with supporting documentation.
- Contracting data, including information on the number and type of businesses contracted with and the nature of the business relationship (i.e., service provider, supplier, vendor, wholesale partner, etc.).
- Methods used for identifying diverse businesses.
- Percentages of total contracting relationships constituted by diverse businesses.

<u>Acknowledgments</u>

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