Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281978

Original Issued Date: 05/08/2020

Issued Date: 04/16/2021

Expiration Date: 05/08/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Galil Greenery LLC

Phone Number: 954-882-2526 **Email Address:** partners@balagancannabis.com

Business Address 1: 235 Main St. **Business Address 2:**

Business City: Northampton **Business State:** MA **Business Zip Code:** 01060

Mailing Address 1: 69B Day Ave **Mailing Address 2:**

Mailing City: Northampton **Mailing State:** MA **Mailing Zip Code:** 01060

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.3 **Percentage Of Control:** 33.3

Role: Owner / Partner **Other Role:**

First Name: Adi **Last Name:** Nagli **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Israeli

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.3 **Percentage Of Control:** 33.3

Role: Owner / Partner **Other Role:**

First Name: Itamar **Last Name:** Alpert **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Israeli

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.3 **Percentage Of Control:** 33.3

Role: Owner / Partner **Other Role:**

First Name: Rachael **Last Name:** Workman **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Jewish

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Had Group Inc **Entity DBA:**

Email: ialpert@hotmail.com **Phone:** 718-864-7625

Address 1: 9 chelsea place **Address 2:** 1H

City: Great neck **State:** NY **Zip Code:** 11021

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $300000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Adi **Owner Last Name:** Nagli **Owner Suffix:**

Entity Legal Name: Adi Nagli **Entity DBA:** Greener Medical Waterville

Entity Description: medical marijuana caregiver

Entity Phone: 954-882-2526 **Entity Email:** mgwaterville@gmail.com **Entity Website:**

Entity Address 1: 18 Abnaki Drive **Entity Address 2:**

Entity City: Newport **Entity State:** ME **Entity Zip Code:** 04953 **Entity Country:** United States

Entity Mailing Address 1: 18 Abnaki Drive

Entity Mailing Address 2:

Entity Mailing City: Newport

Entity Mailing State: ME

Entity Mailing Zip Code: 04953

Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 235 Main St.

Establishment Address 2:

Establishment City: Northampton

Establishment Zip Code: 01060

Approximate square footage of the establishment: 1500

How many abutters does this property have?: 30

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Newspaper notice.pdf	pdf	5d7fc5f88906c11df69cbad1	09/16/2019
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with local zoning - Galil Greenery.pdf	pdf	5d7fc78e7e918b22a66c149e	09/16/2019
Community Outreach Meeting Documentation	COM Attestation Galil.pdf	pdf	5db71f65b207f82b12a94b92	10/28/2019
Community Outreach Meeting Documentation	COM notice to Abutters Attachment C.pdf	pdf	5db72103b207f82b12a94ba2	10/28/2019
Community Outreach Meeting Documentation	COM notice to city hall Attachment B.pdf	pdf	5db72105b35b62300f5d991b	10/28/2019
Certification of Host Community Agreement	HCA GALIL Main st.pdf	pdf	5e28c7ce1c3b1d04a32ae7a3	01/22/2020

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.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - Galil revised 11_3_19.pdf	pdf	5dbf304bea4df3530e6424eb	11/03/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Rachael

Last Name: Workman

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Adi **Last Name:** Nagli **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Itamar **Last Name:** Alpert **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Had Group INC **Entity DBA:**

Entity Description: Investment in Diamond Wholesale

Phone: 718-864-7625 **Email:** ialpert@hotmail.com

Primary Business Address 1: 9 Chelsea Place **Primary Business Address 2:** 1H

Primary Business City: Great Neck **Primary Business State:** NY **Principal Business Zip Code:** 11021

Additional Information: HAD Group INC is contributing 100% financial support for Galil Greenery and is owned and operated by Itamar Alpert.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws Final Galil Greenery LLC.pdf	pdf	5c4a2160c4b7a71b66d0f185	01/24/2019
Articles of Organization	Art of Org Galil .pdf	pdf	5c4a21cd1e71bd1262327ab2	01/24/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing DOR Galil Greenery.pdf	pdf	5c4a2d7d8d16491b5c0f4787	01/24/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Stand SOC Galil.pdf	pdf	5c59a1deedbb73122a6145d0	02/05/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Unemployment letter Galil.pdf	pdf	6021c0896d809f35defbb08e	02/08/2021
Department of Revenue - Certificate of Good standing	Cert good standing DOR Galil 021621.pdf	pdf	602eb62f5aed110812e487a0	02/18/2021
Secretary of Commonwealth - Certificate of	Cert Good Standing Galil	pdf	603e90b9b64912358e312a18	03/02/2021

Good Standing	2021.pdf

Massachusetts Business Identification Number: 001345139

Doing-Business-As Name: Balagan Cannabis

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Quote Galil Greenery LLC .pdf	pdf	5c4a25983779161b2a86f898	01/24/2019
Proposed Timeline	Proposed Timeline Galil revised.pdf	pdf	5d7fd1f0d4b61e1ddc08e9d9	09/16/2019
Business Plan	Business Plan complete 181203.pdf	pdf	5dd2b07966a32657cfbdb45b	11/18/2019
Proposed Timeline	Proposed Timeline Galil 020821.pdf	pdf	6021bd9ed44ed235c8c467ef	02/08/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products Hennep.pdf	pdf	5c4a263e1e71bd1262327aba	01/24/2019
Dispensing procedures	Dispensing Procedures - Galil Greenery - 091119.pdf	pdf	5d7fd2c07e918b22a66c14ff	09/16/2019
Inventory procedures	Inventory Procedures - Galil Greenery - 091119.pdf	pdf	5d7fd2c2d8b08e1dbf146234	09/16/2019
Maintaining of financial records	Maintaining Financial Records - Galil Greenery - 091119.pdf	pdf	5d7fd2c3816d7b225d15abea	09/16/2019
Personnel policies including background checks	Personnel Policies and Background - Galil Greenery - 091119.pdf	pdf	5d7fd2c43567ed1db89e3797	09/16/2019
Prevention of diversion	Prevention of Diversion - Galil Greenery - 091319.pdf	pdf	5d7fd380d8b08e1dbf146245	09/16/2019
Qualifications and training	Qualifications and training - Galil Greenery - 091219.pdf	pdf	5d7fd381af9d6f1dd58a3d82	09/16/2019
Quality control and testing	Quality Control and Testing - Galil Greenery - 091319.pdf	pdf	5d7fd382271f0d1dcaf32fbd	09/16/2019
Record Keeping procedures	Recordkeeping Procedures - Galil Greenery - 091119.pdf	pdf	5d7fd400816d7b225d15ac07	09/16/2019
Security plan	Security Plan - Galil Greenery - 090319.pdf	pdf	5d7fd40238be9e227ac550b8	09/16/2019
Storage of marijuana	Storage of Marijuana - Galil Greenery - 091219.pdf	pdf	5d7fd402629a272281d33126	09/16/2019
Transportation of marijuana	Transportation of Marijuana - Galil Greenery - 091119.pdf	pdf	5d7fd404271f0d1dcaf32fcf	09/16/2019
Restricting Access to age 21 and older	Plan to restrict access to 21 - Galil Greenery - 012320.pdf	pdf	5e29fff9d29b0704447d3b08	01/23/2020
Energy Compliance Plan	Energy Compliance Plan - Retail -	pdf	6021be0f4cfbf7366ef3db34	02/08/2021

	111220.pdf			
Diversity plan	Diversity Plan - Galil 030821.pdf	pdf	604a5011d7adff35b5a4ffdc	03/11/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Renewal Galil Greenery Patient supply.pdf	pdf	6021bed64e95aa35cfc22a08	02/08/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Renewal Galil Greenery Patient supply.pdf	pdf	6021bed365c0d035fcc4cab2	02/08/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Our positive impact plan (PIP) met the goal of advertising quarterly entrepreneurial training and consulting sessions to those in our Primary Target Group (PTG) with good response but even better response and participation through word of mouth. We engaged with Ezra Parzybok, SE Applicant SE304457 to help conduct 25+ hours of business consulting to others in the PTG.

Covid-19 forced us to move all educational sessions online and once PTG individuals were selected for support we shifted our one day quarterly seminars to one on one mentoring as needed which increased our interactions from quarterly to daily with the PTG.

We exceeded our training goals and gave weekly and sometimes daily call/zoom mentoring to PTG participants on topics ranging from location selection, HCA support, business development, SOP writing, and investor relations.

We have facilitated over 25 hours of one on one consultation and supplied numerous documents (SOPs, business plan templates, etc.) to SE

applicants in support of their marijuana establishment licenses such as sample business plans, and compliant SOP templates. We also met the goal of providing numerous ancillary contacts such as attorneys, architects, and insurance agents. We did not develop a meaningful survey for participants and did not provide any reporting to area job training centers but feel our one-on-one mentoring over several months proved our success.

We feel our PIP, although it evolved, progressed successfully and we continue to mentor applicants on their way to entering the regulated cannabis industry as full participants, employees, or newly-skilled individuals who benefit their communities.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: As Galil Greenery LLC is not at Final license due to construction delays and has not hired any employees, its Diversity Plan compliance progress is on hold until next year's renewal.

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 10:30 PM
Tuesday From: 10:00 AM	**Tuesday To:** 10:30 PM
Wednesday From: 10:00 AM	**Wednesday To:** 10:30 PM
Thursday From: 10:00 AM	**Thursday To:** 10:30 PM
Friday From: 10:00 AM	**Friday To:** 11:00 PM
Saturday From: 10:00 AM	**Saturday To:** 11:00 PM
Sunday From: 10:00 AM	**Sunday To:** 11:00 PM

Attachment A

tte is well-known for its olutions and we're look- who has the devotion to ssigned territory through generation and local pros- onstrated passion for local d in order to grow and

kers by face-to-face and as use of email and other n a defined territory to

ing account management ure their programs are relationships and to renew

ned sales goals - and ex- ngs goals n and be a positive con- e local business commu-

sion d incentives package

d your resume to ettenet.com

PSHIRE TTE T.com ou every day

shed by H.S. Gere & Sons, Inc., nity employer.

appearance and objection at this Court before: 10:00 a.m. on the return day of 9/4/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC) A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.
WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.
Date: August 19, 2019
Michael J. Carey, Register of Probate

August 23

33410



object to this proceeding.
WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.
Date: August 19, 2019
Michael J. Carey
Register of Probate

August 23

33433

CITATION ON PETITION TO CHANGE NAME

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampshire Probate and Family Court
15 Atwood Drive
Northampton, MA 01060
(413)586-8500

Docket No. HS19C0109CA

In the matter of: Aidan Luke Talbot of Goshen, MA, a petition has been presented by Aidan Luke Talbot of Goshen, MA, requesting that the court enter a Decree changing their name to: Aidan Talbot Linden
IMPORTANT NOTICE
Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 9/25/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.
WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.
Date: August 19, 2019
Michael J. Carey
Register of Probate

August 23

33434

PUBLIC MEETING NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana retail establishment to be operated by Galil Greenery LLC is scheduled for Friday,

August 30, 2019, 3:00 PM, at 235 Main Street, Northampton, Massachusetts. The proposed retail establishment will be located at that address. There will be an opportunity for the public to ask questions.

August 23

33586

CLA

Galil Greenery LLC, Northampton; Plan to Remain Compliant with Local Zoning:

Galil Greenery LLC is located at 235 Main Street in the CB-zoned district of the City of Northampton and attests that it will, through its operation of a retail establishment in the City of Northampton, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Northampton Zoning Bylaw:

Building Regulations, Chapter 145, Articles I-IV, sections § 145-16-30 Building, Electrical, and Plumbing,

Signage; § 350-7

Extension and alteration § 350-9.2

A. This Zoning Ordinance shall not apply to structures or uses lawfully in existence or lawfully begun, or to a valid building or special permit issued before the first publication of notice of the public hearing on this chapter or to any other exemptions in accordance with MGL c. 40A, § 6. The ordinance shall apply to any change or substantial extension of such use, to a building or special permit issued after the first notice of said public hearing, to any reconstruction, extension or structural change of such structure, and to any alteration of a structure begun after the first notice of said public hearing to provide for its use for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent. Notwithstanding the above, nothing in this section shall be construed to allow a change of a nonconforming use to a new, nonconforming medical or retail marijuana use.

Off-Street parking requirements, § 350-8.1 For all zoning districts, off-street parking spaces shall be provided for every new structure, the enlargement of an existing structure, and new or expanded uses, except as noted below, in accordance with the Table of Off-Street Parking Regulations and other requirements contained herein.

B. For Entranceway Business (EB) and General Business (GB) Districts only, no additional off-street parking is required for the following:

Continued use or reuse of existing buildings, as long as that use or reuse does not increase the total floor area within the building nor include outside storage of cars for sale or rent.

The replacement of existing finished floor space and unfinished basements on the same parcel with site plan approval (but no increase in net floor space).

The addition of a second floor to one-story (for the purpose of this section, basements shall not count as a story) buildings existing in the CB District only on January 1, 1996. (This is to encourage the restoration of building heights in the

CB District which are more uniform and consistent with the scale of development which has historically existed.) However, the addition of additional floors or an expanded building footprint shall be subject to the parking requirements.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Adi Nagli, (*insert name*) attest as an authorized representative of Galil Greenery, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on August 30, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on August 22, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on August 23, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on August 21, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Attachment C

EvansCutler Attorneys
90 Conz Street
Northampton, Massachusetts 01060
www.evanscutler.com

Richard M. Evans
evans@evanscutler.com
413-586-1349

Michael D. Cutler
cutler@evanscutler.com
617-816-6056

August 21, 2018

Notice of Community Outreach Meeting

Mayor David Narkewicz
City of Northampton
210 Main Street
Northampton, Mass. 01060

Northampton City Clerk
City of Northampton
210 Main Street
Northampton, Mass. 01060

The Planning Board
City of Northampton
210 Main Street
Northampton, Mass. 01060

And owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of 235 Main Street, Northampton

To the Mayor, the Northampton City Clerk, the Planning Board, and Neighbors:

Notice is hereby given that Galil Greenery, LLC, will hold a Community Outreach Meeting for a proposed marijuana retail establishment to be located at 235 Main Street, Northampton, Massachusetts, on Friday, August 30, 2019, at 3:00 PM. The meeting will be held at the proposed site, 235 Main Street, Northampton.

A copy of the notice to be published in the Daily Hampshire Gazette is below.

Your attendance and participation are cordially invited.

Very truly yours,

Richard M. Evans

PUBLIC MEETING NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana retail establishment to be operated by Galil Greenery, LLC, is scheduled for Friday, August 30, 2019, 3:00 PM, at 235 Main Street, Northampton, Massachusetts. The proposed retail establishment will be located at that address. There will be an opportunity for the public to ask questions.

Attachment B

EvansCutler Attorneys
90 Conz Street
Northampton, Massachusetts 01060
www.evanscutler.com

Richard M. Evans
evans@evanscutler.com
413-586-1349

Michael D. Cutler
cutler@evanscutler.com
617-816-6056

August 21, 2018

Notice of Community Outreach Meeting

Mayor David Narkewicz
City of Northampton
210 Main Street
Northampton, Mass. 01060

Northampton City Clerk
City of Northampton
210 Main Street
Northampton, Mass. 01060

The Planning Board
City of Northampton
210 Main Street
Northampton, Mass. 01060

And owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of 235 Main Street, Northampton

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Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Adi Nagli, (*insert name*) certify as an authorized representative of Galil Greenery LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Northampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on October 18, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, David Narkewitz, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Northampton (*insert name of host community*) to certify that the applicant and City of Northampton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on October (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community
David Narkewitz, Mayor
City of Northampton

Adi Nagli
Galil Greenery, LLC
dba Balagan cannabis
235 Main St.
Northampton, MA 01060

February 8, 2021

Concerning the total amount of financial benefits accruing to the municipality, as Galil Greenery dba Balagan cannabis is pre-Final license and not yet operating or generating revenue, there have been zero financial benefits accruing to the town.

Sincerely,

Adi Nagli *02/08/21*
Adi Nagli, owner Date

The Green Gateway Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Holyoke, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. Galil Greenery, LLC. has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a final Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means.

Acknowledgements

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Goals:

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires LMEs to, "*...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."*

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG).**

The goal of the program is to provide PTG participants access to the following training, educational and mentorship resources:

- Access to **quarterly** training seminars (see seminar content below)
    - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
    - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
    - PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.
- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, an online resource center providing links and information of use to both PTG

entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

One day seminar - This free, quarterly seminar will be conducted at a suitable venue in the above ADI. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a web-based, “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana LIcensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to an online resource center that provides links to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ page, where PTG participants may post questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the one-day seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway

Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will be made available to the CCC, state funding agencies, and local business development organizations. This report will help assess and measure the obstacles and routes to success for PTG participants.

Measurements:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance goals will be achieved if at least 25% of attendees are PTGs from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define “sustained participation” as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our online resource center, or participating in our weekly telephone conference during the 3 months following their first seminar
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual survey data report to at least two state organizations, the governing body of the above ADI, and at least two independent regional workforce development and or economic development organizations.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.

GALIL GREENERY LLC

Bylaws

ARTICLE I
OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary

or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote

shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III
DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or

vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or

an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V
COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI
COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII
NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII
OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death,

resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX
CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X

GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI
INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such

person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII
AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED
January 20, 2019.



Adi Nagli, Secretary

MA SOC Filing Number: 201832038960 Date: 9/8/2018 1:44:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001345139

1. The exact name of the limited liability company is: GALIL GREENERY LLC

2a. Location of its principal office:
No. and Street: 69B DAY AVENUE
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

No. and Street: 69B DAY AVENUE
69B DAY AVENUE
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: RACHAEL WORKMAN
No. and Street: 69B DAY AVENUE
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

I, RACHAEL WORKMAN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RACHAEL WORKMAN	69B DAY AVENUE NORTHAMPTON, MA 01060 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ADI NAGLI	18 ABNAKI DR

		NEWPORT, ME 04953 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ITAMAR ALPERT	9 CHELSEA PLACE GREAT NECK, NY 11021 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of September, 2018,
RACHAEL WORKMAN

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

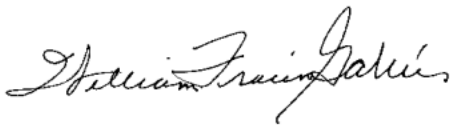
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MA SOC Filing Number: 201832038960 Date: 9/8/2018 1:44:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

September 08, 2018 01:44 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0744171904
Notice Date: January 10, 2019
Case ID: 0-000-429-706

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

ADI
GALIL GREENERY LLC
59 SERVICE CENTER RD
NORTHAMPTON MA 01060-3821

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

William Francis Galvin
Secretary of the
Commonwealth

January 10, 2019

TO WHOM IT MAY CONCERN:

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

GALIL GREENERY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on ***September 8, 2018.***

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **RACHAEL WORKMAN, ADI NAGLI, ITAMAR ALPERT**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RACHAEL WORKMAN, ADI NAGLI, ITAMAR ALPERT**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



Section I: Premium Summary

Section II: Location & Operations Summary

Section III: Coverage Summary

Section IV: Coverage Form Summary

Section V: Binding Requirements

Cannabis Insurance Consultants, LLC

Section I

QUOTE

Quote:Gaili Greenery LLC
Date Prepared:01/25/2019
Broker of Record: Cannabis Insurance Consultants, Inc.
Producer: Tony Carastro

SafeHerb Insurance Company

Coverages	Quote	Rating Basis:
• General Liability • Property	Total Premium $8,363.00 Underwriting Fee $1750.00 Inspection Fee $225.00 Surplus Lines Tax $1,054.52 Grand Total $11,392.52	• General Liability – Gross Revenue $1,000,000 • Property – Property Values

SafeHerb Insurance Company

Coverages	Quote	Rating Basis:
• Property insurance &Product Liability	Total Premium $10,630.00 Underwriting Fee $ Surplus Lines Tax $ Grand Total $ 22,025.52	• **Products** o **Gross Sales - $1,000,000** o **Retroactive Date - Inception** o **BPP $40,000** o **BI/EE $1,000,000** o **Canna Stock $200,000**

Section II

Scheduled Operations:

Cannabis Retail

Scheduled Locations:

Loc 1 Bldg 1: 18 Abnaki Drive

Section III

Coverage Summary

General Liability
Occurrence Form

	Coverage Limits	Premium
General Aggregate	$2,000,000.00	$15,600.00
Each Occurrence	$1,000,000	
Products Completed Operations	Excluded	
Personal & Advertising Injury	$1,000,000	
Damage to Premises Rented to You	$100,000	
Pesticide Endorsement	$50,000	Not Quoted
Medical Payments	$1,000	
Stop Gap Coverage-WA Only	$1,000,000	Not Quoted
Hired and Non-Owned Auto Endorsement	$0	Not Quoted
Deductible	$2500 (Per Occurrence)	
Additional Insured Certificate	#0	$0.00
Primary Wording	#0	$0.00
Waiver of Subrogation	#0	$0.00

Property SafeHerb Insurance company

		Coverage Limits	Premium
Building Wind and Hail Excluded	RCV, 90% Coinsurance	$0.00	
Loss of Income	90% Coinsurance	$3,000,000.00	
Cannabis Inventory/Finished Stock	ACV	$100,000.00	
*Cannabis Finished Stock on Display is limited to		$50,000.00	
Outdoor Sign	RCV, 90% Coinsurance	$1,000.00	
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance	$0.00	
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance	$0.00	
Business Personal Property	RCV, 90% Coinsurance	$15,000.00	
Tenants Improvements	RCV, 90% Coinsurance	$15,000.00	
Property Deductible		$2,500 (Per Occurrence)	
Commercial Property Endorsement	Form		Not Quoted
• Accounts Receivable		$25,000	
• Employee Dishonesty		$25,000	
• Money & Securities		$25,000	
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)		$25,000	
• Outdoor Property (Trees, Shrubs or Plants)		$500 each tree/$2,500	
• Personal Effects and Property of Others		$25,000	
• Property In Transit Coverage		$ theft limit	
• Property Off-Premises		$25,000	
• Spoilage		$25,000	
• Valuable Papers and Records(Other than Electronic Data)		$25,000	
Property endorsement deductible		$500	

Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.

Occurrence Form

Excess Liability

Coverage Limits	Excess Liability	Premium
Not Quoted		$0.00

Crop:)

		Coverage Limits	Premium
Crop Schedule:		Not Quoted	$0.00
• Seeds	RCV, 90% Coinsurance	$0.00	
• Immature Seedlings	RCV, 90% Coinsurance	$0.00	
• Vegetative Plants	RCV, 90% Coinsurance	$0.00	
• Flowering Plants	RCV, 90% Coinsurance	$0.00	
• Harvested Plants	RCV, 90% Coinsurance	$0.00	
• Finished Stock	RCV, 90% Coinsurance	$0.00	
Deductible			$2500 (Per Occurrence)

Products Liability: SafeHerb Insurance Company **Claims Made Form**

	Coverage Limits	Premium
• **Product Liability Coverage**		
Each Claim	$1,000,000	
Policy Term Aggregate	$2,000,000	
Deductible	$2,500 per claim	
• **Endorsements**		
Product Withdrawal	$100,000	$750.00
Deductible	$5,000	
Retro Active Period	Date: Inception	$NOT COVERED
Vendor Certificate		$NOT COVERED

COVERAGE FORMS

Section IV

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 09 10 00	MASSACHUSETTS CHANGES
CP 01 76 09 06	MASSACHUSETTS – EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE

MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 10 30 02 17	TO REPORT A CLAIM
MMD 00 00 01 17	DEFINITION OF A VAULT
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLFCC SOS 1000 CW (07 18)	FALLS LAKE COUNTRYWIDE SERVICE OF SUIT CLAUSE
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)

NOTE: All SafeHerb Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance consultants, LLC.

Products Liability Policy Forms:

FORM NUMBER	DESCRIPTION	Coverage Forms Included
PD DS 1000 02 15	PRODUCTS LIABILITY DECLARATION PAGE	X
PD NWIS 1001 02 15	PRODUCTS/COMPLETED OPERATIONS LIABILITY CLAIMS MADE AND REPORTED	X
PD NWIS 1002 02 15	INSURANCE SPECIFIED HERBAL PRODUCTS EXCLUSION	X
PD NWIS 1003 01 17	VAPORIZING EQUIPMENT AND COMPONENTS EXCLUSION	X
PD NWIS 1004 01 17	FOREIGN PRODUCTS LIABILITY EXCLUSION	X
SRT1000(02/15)	SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR	X
MMD 00 00 01 15	SERVICE OF SUIT CLAUSE (CA)	
MMD 00 00 01 16	SERVICE OF SUIT CLAUSE (ALL OTHER STATES)	X
CG 20 26 04 13	ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION	
CG 21 71 01 15	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES	X
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	
MMD 10 00 01 15	ADDITIONAL INSURED WITH PRIMARY OR PRIMARY AND NONCONTRIBUTING CLAUSE	
USIG 0002 05 17	ONLINE SALE LIMITATION – INTRASTATE ONLY	X
USIG 10 31 01 15	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US	
CNS 404 1117	EXCLUSION – PROPOSITION 65 WARNINGS	
USIG 00 10 01 17	ADDITIONAL INSURED – VENDORS	
USIG 00 11 01 17	BLANKET ADDITIONAL INSURED – VENDORS	
PD NWIS 10 05 01 17	EXTENDED REPORTING PERIOD	
USIG0001 04 17	DEFENSE OUTSIDE THE LIMITS ENDORSEMENT	
PD NWIS 10 04 02 15	Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal	X
PW 04 36 10 01	LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT	X
MMD 10 21 11 17	MINIMUM EARNED PREMIUM	X
MMD 10 37 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM	X
D2	NON ADMITTED DISCLOSURE	

NOTE: All SafeHerb Insurance Company forms listed above that have an " X " next to them are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance Consultants, LLC.

Section V

BINDING REQUIREMENTS

No coverage is bound until accepted & approved by Cannabis Insurance Consultants, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 01/25/2019

Consult the policy for all specific terms and conditions and complete policy exclusions

BINDING REQUIREMENTS:

- NWISMMD v1.3 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- TRIA Form
- Inspection Requirement Form
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Vault room is pending Underwriting approval. Please have the insured review and initial the attached vault form and include pictures of the vault with your bind order. Please contact underwriting if the vault does not meet the requirements prior to binding
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses . If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing.
- Please provide a signed no loss statement
- Please provide a signed Duties In The Event of a Claim or Suite or a Defect or Product Withdrawal
- Please provide a copy of the certificate of insurance from the applicant's vape pen/vape accessories distributor/manufacturer naming the applicant as a vendor AI on their Product Liability policy with a minimum limit of $1,000,000. Please also confirm that the distributors/manufacturers Product Liability policy does not exclude these products. We will need this to remove the vaporizing equipment and components exclusion and foreign products exclusion.
- Please select Type #2 on section 1
- Please provide the alarm monitoring company on section 4a question 1
- Please check no to the property endorsement on section 4a as it has been declined due to

-

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabis Insurance Consultants, LLC
Underwriter: Tony Carastro
Phone: 8138109507
-Email: tony@carastroins.com

BUSINESS PLAN

Galil Greenery, LLC

Northampton, MA



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1. Executive Summary

SNAPSHOT: Galil Greenery LLC.

Business Overview

- Massachusetts-based retailer.
- Retailing flower (buds), cannabis extract products, high CBD oil products, and edibles in Massachusetts.
- Processed cannabis products sold under “Galil Greenery” and other brands.
- Offering recreational cannabis & High-CBD cannabis strains for medical use.
- Secured location on Day Avenue in Northampton

Financial Projections

- Gross revenues are projected to be $6.8M in year one, climbing to $10M in year five.

Sources and Uses

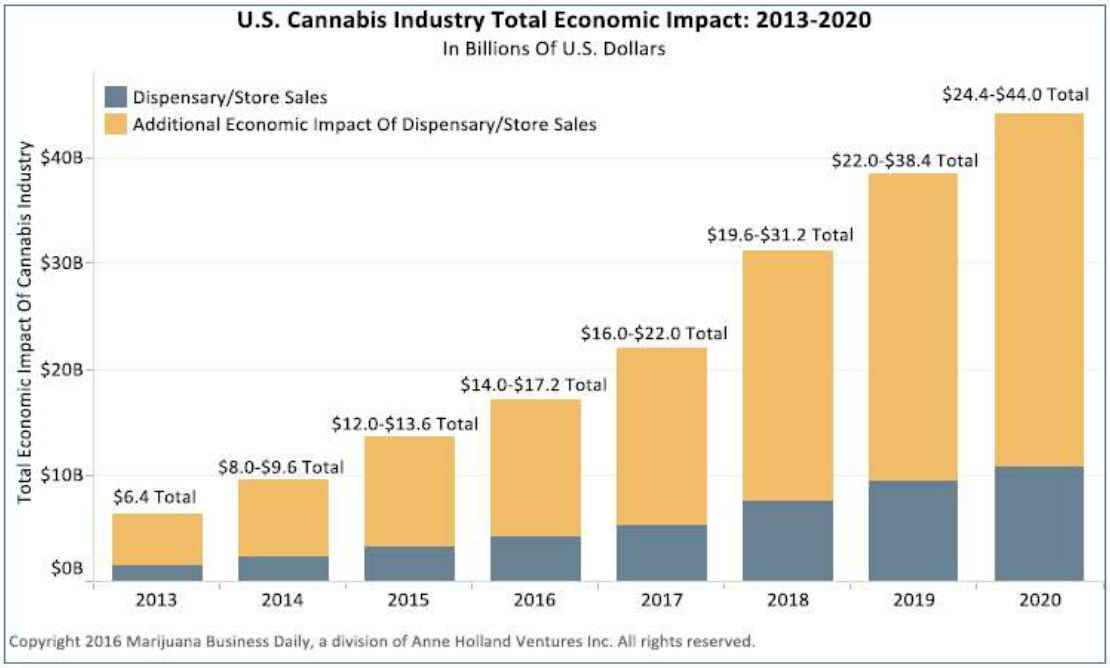
- Company is privately funded and will require approximately $236,250 for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: Galil Greenery LLC (Galil Greenery) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal retail sale of high-quality marijuana plants and products. The retail store will serve locals and visitors to the town of Northampton.

Galil Greenery will stand out in the market due to the uncompromising quality of its products, community engagement, and integration with local community. *Galil Greenery*'s core business strategy is to inspire a conscientious approach to responsible, adult-use cannabis consumption through community, retailer, and customer engagement.

Market: With the passing of new legislation, legalized marijuana is the fastest growing US Industry. According to ArcView Market Research, the US national legal marijuana market value is now assessed at $6.7 billion, comprising all states that have active and open sales of marijuana to people legally allowed to possess it under state law. The national market is projected to grow from current levels to $24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use marijuana market are sure to see a great many players of all sizes looking to claim their share of the market. The initial phases of this liberalization will likely witness much innovation, novelty, and social exploration. Certain constants will prevail, however. It is likely that a great many retailers will successfully apply for licenses and that these retailers will naturally need products to sell. The initial "novelty-factor" of legalized marijuana will (if legalization in

other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in sales on the market as a whole.



Galil Greenery benefits from offering a range of mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products from among the best that Massachusetts cultivators and manufacturers have to offer.

Galil Greenery will engage in numerous public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market awareness of the *Galil Greenery* brand, highlight the quality of our products, and implement community objectives encouraged by Galil Greenery's value system.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *Galil Greenery* undoubtedly will see competition from other retailers. It is evident that medical marijuana growers, confronted by the projected slump of the medical niche in favor of the recreational market, will rapidly make their product available to retailers or open recreational retail stores of their own. That being said, not all cultivators, manufacturers or retailers are created equal. A great many cultivators are planning to use indoor growing techniques that consume large quantities of electricity. While these methods are entirely viable, they are likely to create significantly higher overheads. Similarly, outdoor cultivators use large-scale cultivation techniques that focus on quantity rather than quality. *Galil Greenery*'s competitive advantage over such players is that we are free to choose the finest products, at the most advantageous price point from preferred suppliers. This freedom and flexibility will allow us to successfully carve out an appropriate market share and aggressively establish brand and product recognition.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *Galil Greenery* in the best position to succeed.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Bench Mark.

- The above study suggests the following: Monday through Friday an average of 24 customers per hour. Saturdays an average of 36 customers per hour. The average purchase per customer is estimated to be $71.00.

Capital Requirements: The capital requirements for *Galil Greenery* to execute this business plan are approximately **$208,400** plus including working capital (excluding inventory) and a further **$27,850** of permitting costs for the first year of operations.

The Company will allocate the invested capital to the following:

Construction, fit-out and operations	108,400
Permits, consulting, licensing and applications	22,850
State-mandated bond	5,000
Working Capital	100,000
TOTAL	236,250

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Financial Snapshot:

Consolidated Financials				
	Year 1	Year 2	Year 3	Year 4
Flower revenue retail	2,969,747	3,274,146	3,609,746	3,979,745
Infused revenue retail	3,563,696	3,928,975	4,331,695	4,775,694
Other revenue retail	300,000	315,000	330,750	347,288
Total revenue	**6,833,443**	**7,518,121**	**8,272,190**	**8,102,726**
Total COGS	3,386,721	3,727,560	4,103,020	4,516,634
Total non-deductible expenses	570,407	573,951	601,650	630,716
Income Tax @30%	1,034,016	1,137,168	1,250,751	1,375,827
Estimated net income	**$1,637,295**	**$1,853,897**	**$2,068,604**	**$2,306,466**

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction
Galil Greenery will be based at 69B Day Avenue, Northampton a currently vacant retail store in the heart of the Northampton retail business district.

Galil Greenery will sell a range of expertly cultivated, high-quality marijuana products. All products sold will be sourced from Massachusetts-based cultivators and manufactures, and will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership
Galil Greenery, LLC will be owned by Rachael Workman, a Northampton native, Adi Nagli, owner and operator of Greener Medical, and Mainely Glass, a cannabis nursery and retail outlet in Maine, and Itamar Alpert, a founding partner in H.A.D. Group.

2.3 Company Location and Facilities
69B Day Avenue, Northampton, MA 01060

2.4 Legal Counsel



Richard M. Evans
Richard M. Evans has practiced law in Western Massachusetts for over 35 years, concentrating in the representation of non-profit state and regional land conservation organizations. As a Main Street practitioner, he has represented many business owners, buyers and sellers of residential and commercial real estate, litigants, estate fiduciaries and clients seeking permits or other indulgences from local and municipal boards. For nearly his entire professional career, he has participated prominently in the marijuana legalization effort. In 1981, he authored the first comprehensive regulation/taxation plan to be introduced as legislation in Massachusetts, upon which bills were modeled and introduced in other states. It was re-introduced for the 2011-12 legislative session as H1371, An Act to Tax and Regulate the Cannabis Industry. As a member of NORML's board of directors, he was the moving force behind NORML's adoption of the Principles of Responsible Cannabis Use. His numerous op-eds and other writings have helped shape and propel the counter-prohibitionist narrative. He maintains the archive, www.cantaxreg.com, a website providing resources for taxing and regulating the developing legal cannabis industry.

Michael D. Cutler
Michael D. Cutler has practiced law in Massachusetts for more than 35 years, focusing on criminal

defense, civil litigation, and state and municipal administrative proceedings. He has served as a town planning board member evaluating applications for real estate development permits; he has represented applicants seeking such permits and others, including liquor licenses. He is state-certified to represent prisoners and patients in state criminal post-conviction and mental health proceedings, to train and re-certify private lawyers who accept such appointments, and is state-certified to represent prisoners, convicted of murder at trial, in post-conviction proceedings in state and federal court. As a 20-year member of the National Legal Committee of NORML, Attorney Cutler is well connected with colleagues in states that protect medical marijuana. He has consulted for a successful cannabis dispensary licensee in a neighboring state overcoming the threat of federal interference.

3. Products

3.1 Product Description

As marijuana emerges from the shadow of prohibition it reveals itself to be a widely popular drug in the U.S., currently second only to alcohol and nicotine. *Galil Greenery* will offer a spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Galil Greenery* will carefully select only the superior current and future stars of the marijuana constellation.

Galil Greenery will offer the following product classes for sale at our Northampton retail store:



- **Flower -** The curing process is a critical determinant of the final quality of marijuana. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standardized weight portions pre-packaged that preserve freshness, quality, and flavor at the point of sale.



- **THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Galil Greenery* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

- **Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of marijuana without the cerebral euphoria associated with other delivery methods.

- **Other Products** – While our core products will be those listed above, *Galil Greenery* fully intends to offer a number of cutting-edge products and will carefully study the opportunities offered for the profitable sale of exceptional products offered by other manufacturers.

4. The Market

4.1 Market Overview

Currently, 32 states in America and the District of Columbia have legalized marijuana use in some form (medical or recreational). The majority of these states have allowed sales for medical use and nine states, including Massachusetts, have legalized recreational or adult-use. Since 60% of the population resides in states that have legalized the use of marijuana for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of marijuana to consumers over 21 years of age. The CCC is now accepting applications for LMEs.
With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational marijuana industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

Galil Greenery's high-end licensed retail store will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the marijuana industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the sheer volume of potential cultivators and retailers makes price competition a genuine possibility. We will counter this with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for *Galil Greenery* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the very early stages of issuing adult-use marijuana licenses. With that said, *Galil Greenery* feels that as the industry is inchoate, working collaboratively with competitors in the area will benefit the local community as well as the industry.

5.3 Competitive Advantages

- Family business with strong working capital
- Generations of retail experience
- Local knowledge
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

Galil Greenery will be recognized as a marijuana retailer that offers a range of distinctive products representing excellence, quality, sophistication, mindful production practices, and community values that thoughtfully represent customer needs and shared ideals. *Galil Greenery* will carve a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use marijuana.

6.2 Marketing Strategy

Value Proposition – *Galil Greenery* will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium marijuana experience. Our high-quality marijuana products will be supplied by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. *Galil Greenery* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, offered for sale through a community-supportive company.

The customer will recognize *Galil Greenery* as a brand and retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of marijuana are held in high esteem.

Galil Greenery customers, together with *Galil Greenery*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means outlined in the *customer engagement, direct advertising,* and *educational activities* sections below.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the marijuana plant, leaving a discernible aftertaste. While this approach aids product consistency and simplifies processing, it inevitably compromises the end product. These methods often result in marijuana products that seem lifeless and lack complexity with regards to both flavor and healthful attributes. In short, a product that is fine for a quick high, but which is sorely lacking for the more discerning or sophisticated demographic.

Galil Greenery's approach allows is to respect the fundamental needs of the marijuana plant in a manner that ensures that we source products that maintain and amplify its natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy

efficiency and minimal environmental impact when compared to other approaches.

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those presented by competitors and their pricing models. Nonetheless, marijuana products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for marijuana products as do the majority of current consumers. Our target market users will seek out or be attracted to a product that offers quality and value. The financial projections take into account a potential price drop in years three and four.

Promotion - The *Galil Greenery* Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *Galil Greenery* products will be attractively presented in a manner that demonstrates the high-quality marijuana experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Galil Greenery's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will avoid the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will eliminate extraneous odors.

Direct marketing through our retail outlet – While the main thrust of our marketing efforts will aim at building a brand and product relationship with end-users, the nature of retail sales requires that our marketing and sales efforts work hand in hand. We will endeavor to engage our client-base personally with marketing collateral such as product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – The Massachusetts regulations regarding marijuana advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, marijuana-related advertisements across their medium. Federal laws that currently prohibit the sale of marijuana products across state lines largely negate the need for brand-building beyond adjoining state borders in the short term. As the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of the advertising opportunities lie. While there are numerous national marijuana advertising platforms – often pay-per-click models – these can be costly and are most likely to reach those who are already fully-embedded in the marijuana culture rather than the more significant part of our general target market.

Galil Greenery will navigate the above-mentioned state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product aNorthamptonness, through advertorials and carefully "sanitized" brand message advertise- ments aimed exclusively at the Massachusetts market, and direct advertising through our customer database as this grows via promotional activities.

Customer engagement through community support activities – *Galil Greenery* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Galil Greenery* customers' values to the local community while reinforcing the *Galil Greenery* brand.

Direct advertising – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral, available at our retail outlet, in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events. A condition of voting in our community fund campaign or participation in our educational programs will be to share e-mail or social media contact details. This data will allow us to rapidly build our marketing database and enable us – in a manner that satisfies legislative constraints - to direct advertising and promotions at a target audience that is of legal age to consume, is pre-disposed to marijuana consumption and is likely to share our community support aspirations and values.

Educational activities – Massachusetts state regulations encourage all licensed marijuana establishments to provide relevant educational opportunities for their local communities. *Galil Greenery* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of marijuana.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The Marijuana Industry – An introduction to entrepreneurship in the industry.

Community informational activities – The *Galil Greenery* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Galil Greenery* to partner in activities that help us qualify for the *Leadership Ratings Program*. Such events will be used to promote *Galil Greenery* products and the *Galil Greenery* brand.

Customer Service Excellence - *Galil Greenery* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Galil Greenery* team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a retail vendor of marijuana products *Galil Greenery* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store above others through the activities mentioned above. Our marketing strategy will allow retail customers to view *Galil Greenery* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Galil Greenery* as a responsible, mindful supplier of high-quality marijuana products that meet their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives

1. Persuade our retail customers that our brand and products represent qualities and features that they desire.
2. Persuade end-users that our brand and products fit well with their consumption patterns, lifestyle, and ethical self-image.
3. Engage end-user customers in our community supportive marketing efforts.
4. Satisfy and exceed customer service expectations.



Target Market - The traditional thrust of the Massachusetts marijuana market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Galil Greenery* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market;

> **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
>
> **Adult female consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that marijuana is a product for them rather than a male-dominated culture to which they must adapt.
>
> **Independent medical consumers** – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use of marijuana. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek and new medical consumers who prefer to explore the benefits of marijuana through anecdotal advice or recommendation, will possibly do so through retail outlets rather than medical dispensaries.

Market Channels - Retail sales of marijuana are strictly limited to licensed retail outlets, medical marijuana dispensaries and, in the future, marijuana cafes and smoke clubs. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of marijuana products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Galil Greenery* will sell its products solely through our licensed retail marijuana establishment.

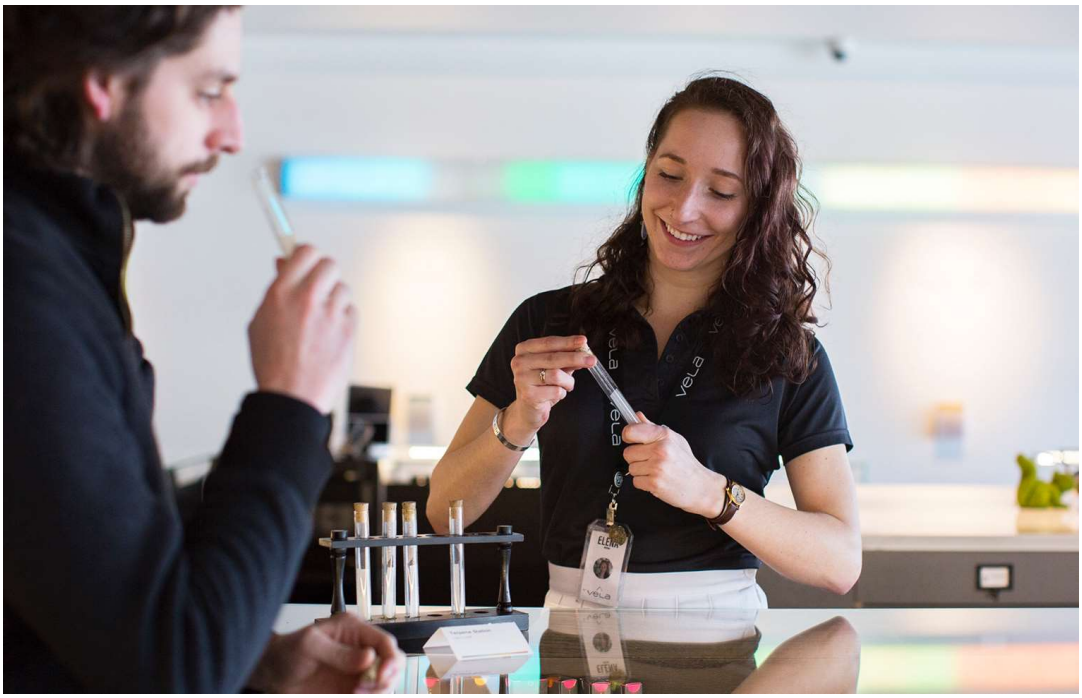
6.3 Sales Strategy

Target Sales Market

As a retail sales operation, our primary target sales market must be the current and potential adult cannabis users. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 20 medical marijuana outlets in the state, most of which will likely make a rapid transition to selling recreational marijuana or supplying marijuana to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Department of Public Health, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2018, 30 adult-use marijuana retail outlets will have

received licenses, with a further 50 outlets opening by the conclusion of 2019. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.



6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Galil Greenery* business plan demonstrates a need for $208,400 in capital expenditure for space preparation, fit-out, systems, and equipment, and a further $27,850 to meet initial licensing needs, and the establishment of a strategic reserve totaling $500,000 during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state will perform specific inspections before issuing a full license. No retail sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition
Galil Greenery retail shop and equipment will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection
The state of Massachusetts imposes substantial demands regarding systems and administration for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management

The proper management of all aspects of the proposed project is crucial to the success of *Galil Greenery*. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The two principal owners and operators will be:

Rachael Workman is a Northampton native who provides strong inroads into the retail, hospitality and legal communities in Western Massachusetts. Her father, Danny Workman, owned Jake's Restaurant in downtown Northampton for 25 years, and is now a partner in Easthampton's New City Brewery. Rachael, who is a public relations and marketing professional, is excited to return to her hometown of Northampton and begin establishing roots with this business.

Adi Nagli owns and operates Greener Medical, and Mainely Glass, a cannabis nursery and retail outlet in Maine. After 15 years as a high-end retailer in South Florida, Adi moved to Maine in 2015. Since then, he has been legally growing and selling cannabis, and is intimately familiar with the laws, regulations, opportunities and challenges in this industry. Adi has built a phenomenal reputation with the Maine Medical Marijuana program, including being selected as one of the top five dispensaries in Maine.

Itamar Alpert is a founding partner in H.A.D Group, a boutique investment group that specializes in small businesses with tremendous profit potential. He is the principle investor in the project.

In early 2017, Itamar and H.A.D helped launch the smoking accessories Brand, *Nugglit*, that specializes in CBD products, glass paraphernalia, and all other smoking accessories. The company took off with a strong social media following, and great success in the New England area.

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 10 full-time employees. Our retail manager, who currently lives in Northampton, will start with a $90,000 yearly salary with bonuses up to $100,000. Our assistant manager will start at $40,000 annually , retail clerks at $12 per hour and security and other staff at $15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to Galil Greenery and Northampton.

The following positions will be available to fulfill needs at full operation. The hiring schedule will be timed to meet business requirements and is expected roll out in accordance with the headcount table below:

STAFFING – NON-DEDUCTIBLE Staff – Year-Round	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Store Manager	1	1	1	1	1
Assistant Store Manager	1	1	1	1	1
Security Staff	2	2	2	2	2
Store Associates	10	10	10	10	10

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8. Financials

8.1 Financial Assumptions

The appended proforma financial statements are based upon the following financial assumptions:

Conservative sales estimates – Sales are estimated using average sales per person x average customer flow for a similarly-sized MMJ dispensary (an average of several states).

General costs are estimated to increase 5%, year-on-year.
Salaries are estimated to increase 5% year-on-year.

Summary

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

Revenue	**Year One**	**Year Two**	**Year Three**	**Year Four**	**Year Five**
Retail sales pure flower products	2,969,747	3,274,146	3,609,746	3,979,745	4,387,668
Retail sales infused products	3,563,696	3,928,975	4,331,695	4,775,694	5,265,202
Retail sales other products	300,000	315,000	330,750	347,288	364,652
Net Sales	**6,833,443**	**7,518,121**	**8,272,190**	**9,102,726**	**10,017,522**
COGS pure flower products	1,484,873	1,637,073	1,804,873	1,989,872	2,193,834
COGS infused products	1,781,848	1,964,487	2,165,847	2,387,847	2,632,601
COGS other products	120,000	126,000	132,300	138,915	145,861
Total COGS	**3,386,721**	**3,727,560**	**4,103,020**	**4,516,634**	**4,972,296**
Gross Profit	**50%**	**50%**	**50%**	**50%**	**50%**

Expenses (Non-Deductible)	**Year One**	**Year Two**	**Year Three**	**Year Four**	**Year Five**
Salaries & Wages – Year-round	413,723	434,409	456,130	478,936	502,883
Marketing, Advertising, PR	0	0	0	0	0
Security & Surveillance Monitoring	4,800	5,040	5,292	5,557	5,834
Utilities	4,200	4,410	4,631	4,862	5,105
Bank Services & Payment Processing	12,000	12,600	13,230	13,892	14,586
Permits, Licenses & Applications	27,850	5,000	5,000	5,000	5,000
Software	14,400	15,120	15,876	16,670	17,503
Insurance	8,500	8,925	9,371	9,840	10,332
Professional Fees	24,000	25,200	26,460	27,783	29,172
Property Lease	22,320	22,990	23,679	24,390	25,121
Property Tax	3,813	3,813	3,813	3,813	3,813
Property Maintenance	4,800	4,944	5,092	5,245	5,402
General Admin Overhead	30,000	31,500	33,075	34,729	36,465
Total Non-Deductible Expenses	**570,407**	**573,951**	**601,650**	**630,716**	**661,218**
Income From Operations	**2,816,315**	**3,153,609**	**3,501,371**	**3,885,918**	**4,311,078**
Community Fund @ 3% gross	205,003	225,544	248,166	273,082	300,526
Other Expenses	**205,003**	**225,544**	**248,166**	**273,082**	**300,526**
Income Before Income Taxes	**2,671,311**	**2,991,065**	**3,319,355**	**3,682,294**	**4,083,483**
Taxable Income	**3,446,721**	**3,790,560**	**4,169,170**	**4,586,092**	**5,045,226**
Income Tax @ 30%	**1,034,016**	**1,137,168**	**1,250,751**	**1,375,827**	**1,513,568**
Net Income	**1,637,295**	**1,853,897**	**2,068,604**	**2,306,466**	**2,569,915**
Income Margin	**24%**	**25%**	**25%**	**25%**	**26%**

Year 1

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

NET INCOME

$1,637,295

Revenue	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Retail sales pure flower products	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	2,969,747
Retail sales Infused products	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	3,563,696
Retail sales other products	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
Net Sales	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**569,454**	**6,833,443**
COGS pure flower products	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	1,484,873
COGS infused products	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	1,781,848
COGS other products	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Total COGS	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**282,227**	**3,386,721**
Gross Profit	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**$3,446,721**

Expenses (Non-Deductible)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Salaries & Wages – Year-round	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	413,723
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Bank Services & Payment Processing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Permits, Licenses & Applications	27,850	0	0	0	0	0	0	0	0	0	0	0	27,850
Software	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Insurance	8,500	0	0	0	0	0	0	0	0	0	0	0	8,500
Professional Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Property Lease	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	22,320
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	400	400	400	400	400	400	400	400	400	400	400	400	4,800
General Admin Overhead	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Total Non-Deductible Expenses	**$80,537**	**$44,187**	**$45,140**	**$44,187**	**$44,187**	**$45,140**	**$44,187**	**$44,187**	**$45,140**	**$44,187**	**$44,187**	**$45,140**	**$570,407**
Income From Operations	**206,690**	**243,040**	**242,086**	**243,040**	**243,040**	**242,086**	**243,040**	**243,040**	**242,086**	**243,040**	**243,040**	**242,086**	**2,876,315**
Community Fund @ 3% gross	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	205,003
Other Expenses	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**17,084**	**205,003**
Income Before Income Taxes	**189,606**	**225,956**	**225,003**	**225,956**	**225,956**	**225,003**	**225,956**	**225,956**	**225,003**	**225,956**	**225,956**	**225,003**	**2,671,311**
Taxable Income	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**287,227**	**3,446,721**
Income Tax @ 30%	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**86,168**	**1,034,016**
Net Income	**$103,438**	**$139,788**	**$138,835**	**$139,788**	**$139,788**	**$138,835**	**$139,788**	**$139,788**	**$138,835**	**$139,788**	**$139,788**	**$138,835**	**$1,637,295**

Year 2

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

NET INCOME

$1,853,897

Revenue	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Two**
Retail sales pure flower products	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	3,274,146
Retail sales Infused products	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	3,928,975
Retail sales other products	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	315,000
Net Sales	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**626,510**	**7,518,121**
COGS pure flower products	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	1,637,073
COGS infused products	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	1,964,487
COGS other products	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	126,000
Total COGS	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**310,630**	**3,727,560**
Gross Profit	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**3,790,560**

Expenses (Non-Deductible)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Two**
Salaries & Wages – Year-round	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	434,409
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	420	420	420	420	420	420	420	420	420	420	420	420	5,040
Utilities	368	368	368	368	368	368	368	368	368	368	368	368	4,410
Bank Services & Payment Processing	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	12,600
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15,120
Insurance	8,925	0	0	0	0	0	0	0	0	0	0	0	8,925
Professional Fees	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
Property Lease	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	22,990
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	412	412	412	412	412	412	412	412	412	412	412	412	4,944
General Admin Overhead	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	31,500
Total Non-Deductible Expenses	**$60,276**	**$46,351**	**$47,304**	**$46,351**	**$46,351**	**$47,304**	**$46,351**	**$46,351**	**$47,304**	**$46,351**	**$46,351**	**$47,304**	**$573,951**
Income From Operations	**255,604**	**269,529**	**268,576**	**269,529**	**269,529**	**268,576**	**269,529**	**269,529**	**268,576**	**269,529**	**269,529**	**268,576**	**3,216,609**
Community Fund @ 3% gross	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	225,544
Other Expenses	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**18,795**	**225,544**
Income Before Income Taxes	**236,809**	**250,734**	**249,780**	**250,734**	**250,734**	**249,780**	**250,734**	**250,734**	**249,780**	**250,734**	**250,734**	**249,780**	**2,991,065**
Taxable Income	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**315,880**	**3,790,560**
Income Tax @ 30%	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**94,764**	**1,137,168**
Net Income	**$142,045**	**$155,970**	**$155,016**	**$155,970**	**$155,970**	**$155,016**	**$155,970**	**$155,970**	**$155,016**	**$155,970**	**$155,970**	**$155,016**	**$1,853,897**

Year 3

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

NET INCOME

$2,068,604

Revenue	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Three**
Retail sales pure flower products	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	3,609,746
Retail sales Infused products	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	4,331,695
Retail sales other products	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	330,750
Net Sales	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**689,349**	**8,272,190**
COGS pure flower products	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	1,804,873
COGS infused products	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	2,165,847
COGS other products	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	132,300
Total COGS	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**341,918**	**4,103,020**
Gross Profit	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$347,431**	**$4,169,170**

Expenses (Non-Deductible)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Three**
Salaries & Wages – Year-round	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	456,130
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	441	441	441	441	441	441	441	441	441	441	441	441	5,292
Utilities	386	386	386	386	386	386	386	386	386	386	386	386	4,631
Bank Services & Payment Processing	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	13,230
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	15,876
Insurance	9,371	0	0	0	0	0	0	0	0	0	0	0	9,371
Professional Fees	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	26,460
Property Lease	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	23,679
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	424	424	424	424	424	424	424	424	424	424	424	424	5,092
General Admin Overhead	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	33,075
Total Non-Deductible Expenses	**$62,993**	**$48,622**	**$49,575**	**$48,622**	**$48,622**	**$49,575**	**$48,622**	**$48,622**	**$49,575**	**$48,622**	**$48,622**	**$49,575**	**$601,650**
Income From Operations	**284,438**	**298,809**	**297,855**	**298,809**	**298,809**	**297,855**	**298,809**	**298,809**	**297,855**	**298,809**	**298,809**	**297,855**	**3,567,521**
Community Fund @ 3% gross	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	248,166
Other Expenses	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**20,680**	**248,166**
Income Before Income Taxes	**263,757**	**278,128**	**277,175**	**278,128**	**278,128**	**277,175**	**278,128**	**278,128**	**277,175**	**278,128**	**278,128**	**277,175**	**3,319,355**
Taxable Income	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**347,431**	**4,169,170**
Income Tax @ 30%	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**104,229**	**1,250,751**
Net Income	**$159,528**	**$173,899**	**$172,946**	**$173,899**	**$173,899**	**$172,946**	**$173,899**	**$173,899**	**$172,946**	**$173,899**	**$173,899**	**$172,946**	**$2,068,604**

Year 4

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

NET INCOME

$2,306,466

Revenue	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Four
Retail sales pure flower products	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	3,979,745
Retail sales Infused products	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	4,775,694
Retail sales other products	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	347,288
Net Sales	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**758,560**	**9,102,726**
COGS pure flower products	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	1,989,872
COGS infused products	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	2,387,847
COGS other products	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	138,915
Total COGS	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**376,386**	**4,516,634**
Gross Profit	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$382,174**	**$4,586,092**

Expenses (Non-Deductible)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Four
Salaries & Wages – Year-round	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	478,936
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	463	463	463	463	463	463	463	463	463	463	463	463	5,557
Utilities	405	405	405	405	405	405	405	405	405	405	405	405	4,862
Bank Services & Payment Processing	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	13,892
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	16,670
Insurance	9,840	0	0	0	0	0	0	0	0	0	0	0	9,840
Professional Fees	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	27,783
Property Lease	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	24,390
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	437	437	437	437	437	437	437	437	437	437	437	437	5,245
General Admin Overhead	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	34,729
Total Non-Deductible Expenses	**$65,845**	**$51,005**	**$51,959**	**$51,005**	**$51,005**	**$51,959**	**$51,005**	**$51,005**	**$51,959**	**$51,005**	**$51,005**	**$51,959**	**$630,716**
Income From Operations	**316,329**	**331,169**	**330,216**	**331,169**	**331,169**	**330,216**	**331,169**	**331,169**	**330,216**	**331,169**	**331,169**	**330,216**	**3,955,376**
Community Fund @ 3% gross	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	273,082
Other Expenses	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**22,757**	**273,082**
Income Before Income Taxes	**293,572**	**308,412**	**307,459**	**308,412**	**308,412**	**307,459**	**308,412**	**308,412**	**307,459**	**308,412**	**308,412**	**307,459**	**3,682,294**
Taxable Income	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**382,174**	**4,586,092**
Income Tax @ 30%	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**114,652**	**1,375,827**
Net Income	**$178,920**	**$193,760**	**$192,807**	**$193,760**	**$193,760**	**$192,807**	**$193,760**	**$193,760**	**$192,807**	**$193,760**	**$193,760**	**$192,807**	**$2,306,466**

Year 5

PROFORMA PROFIT AND LOSS STATEMENT

Garden Wonders

NET INCOME

$2,569,915

Revenue	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Five
Retail sales pure flower products	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	4,387,668
Retail sales Infused products	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	5,265,202
Retail sales other products	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	364,652
Net Sales	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**834,794**	**10,017,522**
COGS pure flower products	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	2,193,834
COGS infused products	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	2,632,601
COGS other products	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	145,861
Total COGS	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**414,358**	**4,972,296**
Gross Profit	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$420,436**	**$5,045,226**

Expenses (Non-Deductible)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Five
Salaries & Wages – Year-round	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	502,883
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	486	486	486	486	486	486	486	486	486	486	486	486	5,834
Utilities	425	425	425	425	425	425	425	425	425	425	425	425	5,105
Bank Services & Payment Processing	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	14,586
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	17,503
Insurance	10,332	0	0	0	0	0	0	0	0	0	0	0	10,332
Professional Fees	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	29,172
Property Lease	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	25,121
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	450	450	450	450	450	450	450	450	450	450	450	450	5,402
General Admin Overhead	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	36,465
Total Non-Deductible Expenses	**$68,838**	**$53,506**	**$54,459**	**$53,506**	**$53,506**	**$54,459**	**$53,506**	**$53,506**	**$54,459**	**$53,506**	**$53,506**	**$54,459**	**$661,218**
Income From Operations	**351,598**	**366,929**	**365,976**	**366,929**	**366,929**	**365,976**	**366,929**	**366,929**	**365,976**	**366,929**	**366,929**	**365,976**	**4,384,008**
Community Fund @ 3% gross	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	300,526
Other Expenses	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**25,044**	**300,526**
Income Before Income Taxes	**326,554**	**341,886**	**340,932**	**341,886**	**341,886**	**340,932**	**341,886**	**341,886**	**340,932**	**341,886**	**341,886**	**340,932**	**4,083,483**
Taxable Income	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**420,436**	**5,045,226**
Income Tax @ 30%	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**126,131**	**1,513,568**
Net Income	**$200,423**	**$215,755**	**$214,802**	**$215,755**	**$215,755**	**$214,802**	**$215,755**	**$215,755**	**$214,802**	**$215,755**	**$215,755**	**$214,802**	**$2,569,915**

Summary

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Cash on Hand	0	500,000	500,000	500,000	500,000
Startup Capital	250,000	0	0	0	0
Cash from reserve	0	0	0	0	0
Cash Receipts					
Cash Sales	6,833,443	7,518,121	8,272,190	9,102,726	10,017,522
Total Cash Available (before cash out)	**$7,083,443**	**$8,018,121**	**$8,772,191**	**$9,602,726**	**$10,517,523**
Cash Paid Out	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Cost of Goods Sold	3,386,721	3,727,560	4,103,020	4,516,634	4,972,296
Salaries & Wages – Year-round	413,723	434,409	456,130	478,936	502,883
Marketing, Advertising, PR	0	0	0	0	0
Security & Surveillance Monitoring	4,800	5,040	5,292	5,557	5,834
Utilities	4,200	4,410	4,631	4,862	5,105
Bank Services & Payment Processing	12,000	12,600	13,230	13,892	14,586
Permits, Licenses & Applications	27,850	5,000	5,000	5,000	5,000
Software	14,400	15,120	15,876	16,670	17,503
Insurance	8,500	8,925	9,371	9,840	10,332
Professional Fees	24,000	25,200	26,460	27,783	29,172
Property Lease	22,320	22,990	23,679	24,390	25,121
Property Tax	3,813	3,813	3,813	3,813	3,813
Property Maintenance	4,800	4,944	5,092	5,245	5,402
General Admin Overhead	30,000	31,500	33,075	34,729	36,465
Total	**3,957,128**	**4,301,512**	**4,704,670**	**5,147,350**	**5,633,514**
Cash Paid Out (Non P&L)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Hard start-up costs	325,000	0	0	0	0
Community Fund @ 3% gross	205,003	225,544	248,166	273,082	300,526
Income Tax @30%	1,034,016	1,137,168	1,250,751	1,375,827	1,513,568
Owners' withdrawal	637,295	1,353,897	1,568,604	1,806,466	2,069,915
Total	**2,201,315**	**2,716,609**	**3,067,521**	**3,455,375**	**3,884,009**
Total Cash Paid Out	**6,158,443**	**7,018,120**	**7,772,191**	**8,602,725**	**9,517,523**
Cash Position Ending	**925,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**
Transfer to Cash Reserve	500,000	500,000	500,000	500,000	500,000
Operating Cash Balance	**425,000**	**500,000**	**500,000**	**500,000**	**500,000**
Cash Reserve					
Starting Balance	**$0**	**$500,000**	**$1,000,000**	**$1,500,000**	**$2,000,000**
Credit	500,000	500,000	500,000	500,000	500,000
Debit	0	0	0	0	0
Ending Balance	**$500,000**	**$1,000,000**	**$1,500,000**	**$2,000,000**	**$2,500,000**

Year 1

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Cash on Hand (Beginning of month)	0	103,438	243,226	382,061	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0
Startup Capital	325,000	0	0	0	0	0	0	0	0	0	0	0	325,000
Cash from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	569,454	569,454	569,454	569,454	569,454	569,454	569,454	569,454	569,454	569,454	569,454	569,454	6,833,443
Total Cash Available (before cash out)	**$894,454**	**$672,892**	**$812,680**	**$951,515**	**$1,069,454**	**$1,069,453**	**$1,069,453**	**$1,069,453**	**$1,069,453**	**$1,069,453**	**$1,069,454**	**$1,069,454**	**$7,158,443**
Cash Paid Out	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year One**
Cost of Goods Sold	282,227	282,227	282,227	282,227	282,227	282,227	282,227	282,227	282,227	282,227	282,227	282,227	3,386,721
Salaries & Wages – Year-round	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	413,723
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Bank Services & Payment Processing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Permits, Licenses & Applications	27,850	0	0	0	0	0	0	0	0	0	0	0	27,850
Software	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Insurance	8,500	0	0	0	0	0	0	0	0	0	0	0	8,500
Professional Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Property Lease	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	22,320
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	400	400	400	400	400	400	400	400	400	400	400	400	4,800
General Admin Overhead	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Total	**362,764**	**326,414**	**327,367**	**326,414**	**326,414**	**327,367**	**326,414**	**326,414**	**327,367**	**326,414**	**326,414**	**327,367**	**3,957,128**
Cash Paid Out (Non P&L)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year One**
Hard start-up costs	325,000	0	0	0	0	0	0	0	0	0	0	0	325,000
Community Fund @ 3% gross	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	205,003
Income Tax @30%	86,168	86,168	86,168	86,168	86,168	86,168	86,168	86,168	86,168	86,168	86,168	86,168	1,034,016
Owners' withdrawal	0	0	0	21,849	39,789	38,835	39,788	39,788	38,835	139,788	139,788	138,835	637,295
Total	**428,252**	**103,252**	**103,252**	**125,101**	**143,041**	**142,087**	**143,040**	**143,040**	**142,087**	**243,040**	**243,040**	**242,087**	**2,201,315**
Total Cash Paid Out	**$791,015**	**$429,665**	**$430,619**	**$451,514**	**$469,454**	**$469,454**	**$469,453**	**$469,453**	**$469,454**	**$569,453**	**$569,453**	**$569,454**	**$6,158,443**
Total Cash	**$103,438**	**$243,226**	**$382,061**	**$500,000**	**$600,000**	**$600,000**	**$600,000**	**$600,000**	**$600,000**	**$500,000**	**$500,000**	**$500,000**	**$1,000,000**
Transfer to Cash Reserve	0	0	0	0	100,000	100,000	100,000	100,000	100,000	0	0	0	500,000
Operating Cash Position (end of Month)	**$103,438**	**$243,226**	**$382,061**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	

Year 2

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Cash on Hand (Beginning of month)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Startup Capital	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													0
Cash Sales	626,510	626,510	626,510	626,510	626,510	626,510	626,510	626,510	626,510	626,510	626,510	626,510	7,518,121
Total Cash Available (before cash out)	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$1,126,510**	**$8,018,121**
Cash Paid Out	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Two**
Cost of Goods Sold	310,630	310,630	310,630	310,630	310,630	310,630	310,630	310,630	310,630	310,630	310,630	310,630	3,727,560
Salaries & Wages – Year-round	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	434,409
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	420	420	420	420	420	420	420	420	420	420	420	420	5,040
Utilities	368	368	368	368	368	368	368	368	368	368	368	368	4,410
Bank Services & Payment Processing	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	12,600
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15,120
Insurance	8,925	0	0	0	0	0	0	0	0	0	0	0	8,925
Professional Fees	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
Property Lease	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	22,990
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	412	412	412	412	412	412	412	412	412	412	412	412	4,944
General Admin Overhead	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	31,500
Total	**370,906**	**356,981**	**357,934**	**356,981**	**356,981**	**357,934**	**356,981**	**356,981**	**357,934**	**356,981**	**356,981**	**357,934**	**4,301,512**
Cash Paid Out (Non P&L)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Two**
Hard start-up costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Fund @ 3% gross	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	225,544
Income Tax @30%	94,764	94,764	94,764	94,764	94,764	94,764	94,764	94,764	94,764	94,764	94,764	94,764	1,137,168
Owners' withdrawal	42,045	55,969	55,017	55,969	55,970	155,016	155,970	155,969	155,017	155,969	155,970	155,016	1,353,897
Total	**155,604**	**169,528**	**168,576**	**169,528**	**169,529**	**268,575**	**269,529**	**269,528**	**268,576**	**269,528**	**269,529**	**268,575**	**2,716,609**
Total Cash Paid Out	**$526,510**	**$526,509**	**$526,511**	**$526,509**	**$526,510**	**$626,510**	**$626,510**	**$626,509**	**$626,511**	**$626,509**	**$626,510**	**$626,510**	**$7,018,120**
Total Cash	**$600,000**	**$600,000**	**$600,000**	**$600,000**	**$600,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$1,000,000**
Transfer to Cash Reserve	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	0	500,000
Operating Cash Position (end of Month)	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	

Year 3

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Three
Cash on Hand (Beginning of month)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Startup Capital	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	689,349	689,349	689,349	689,349	689,349	689,349	689,349	689,349	689,349	689,349	689,349	689,349	8,272,190
Total Cash Available (before cash out)	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,349**	**$1,189,350**	**$1,189,350**	**$8,772,191**
Cash Paid Out	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Three**
Cost of Goods Sold	341,918	341,918	341,918	341,918	341,918	341,918	341,918	341,918	341,918	341,918	341,918	341,918	4,103,020
Salaries & Wages – Year-round	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	456,130
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	441	441	441	441	441	441	441	441	441	441	441	441	5,292
Utilities	386	386	386	386	386	386	386	386	386	386	386	386	4,631
Bank Services & Payment Processing	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	13,230
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	15,876
Insurance	9,371	0	0	0	0	0	0	0	0	0	0	0	9,371
Professional Fees	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	26,460
Property Lease	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	23,679
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	424	424	424	424	424	424	424	424	424	424	424	424	5,092
General Admin Overhead	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	33,075
Total	**404,912**	**390,540**	**391,494**	**390,540**	**390,540**	**391,494**	**390,540**	**390,540**	**391,494**	**390,540**	**390,540**	**391,494**	**4,704,670**
Cash Paid Out (Non P&L)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Three**
Hard start-up costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Fund @ 3% gross	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	248,166
Income Tax @30%	104,229	104,229	104,229	104,229	104,229	104,229	104,229	104,229	104,229	104,229	104,229	104,229	1,250,751
Owners' withdrawal	59,528	73,899	72,946	73,899	73,899	172,946	173,899	173,899	172,945	173,899	173,899	172,946	1,568,604
Total	**184,438**	**198,809**	**197,856**	**198,809**	**198,809**	**297,856**	**298,809**	**298,809**	**297,855**	**298,809**	**298,809**	**297,856**	**3,067,521**
Total Cash Paid Out	**$589,349**	**$589,349**	**$589,350**	**$589,349**	**$589,349**	**$689,350**	**$689,349**	**$689,349**	**$689,349**	**$689,349**	**$689,349**	**$689,350**	**$7,772,191**
Total Cash	**600,000**	**600,000**	**600,000**	**600,000**	**600,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**1,000,000**
Transfer to Cash Reserve	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	0	500,000
Operating Cash Position (end of Month)	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	

Year 4

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Four
Cash on Hand (Beginning of month)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Startup Capital	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	758,560	758,560	758,560	758,560	758,560	758,560	758,560	758,560	758,560	758,560	758,560	758,560	9,102,726
Total Cash Available (before cash out)	**$1,258,561**	**$1,258,561**	**$1,258,561**	**$1,258,560**	**$1,258,560**	**$1,258,560**	**$1,258,561**	**$1,258,561**	**$1,258,561**	**$1,258,560**	**$1,258,560**	**$1,258,560**	**$9,602,726**
Cash Paid Out	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Four**
Cost of Goods Sold	376,386	376,386	376,386	376,386	376,386	376,386	376,386	376,386	376,386	376,386	376,386	376,386	4,516,634
Salaries & Wages – Year-round	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	478,936
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	463	463	463	463	463	463	463	463	463	463	463	463	5,557
Utilities	405	405	405	405	405	405	405	405	405	405	405	405	4,862
Bank Services & Payment Processing	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	13,892
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	16,670
Insurance	9,840	0	0	0	0	0	0	0	0	0	0	0	9,840
Professional Fees	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	27,783
Property Lease	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	24,390
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	437	437	437	437	437	437	437	437	437	437	437	437	5,245
General Admin Overhead	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	34,729
Total	**442,231**	**427,391**	**428,345**	**427,391**	**427,391**	**428,345**	**427,391**	**427,391**	**428,345**	**427,391**	**427,391**	**428,345**	**5,147,350**
Cash Paid Out (Non P&L)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Four**
Hard start-up costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Fund @ 3% gross	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	273,082
Income Tax @30%	114,652	114,652	114,652	114,652	114,652	114,652	114,652	114,652	114,652	114,652	114,652	114,652	1,375,827
Owners' withdrawal	78,920	93,760	92,807	93,760	93,760	192,806	193,760	193,760	192,807	193,760	193,760	192,806	1,806,466
Total	**216,329**	**231,169**	**230,216**	**231,169**	**231,169**	**330,215**	**331,169**	**331,169**	**330,216**	**331,169**	**331,169**	**330,215**	**3,455,375**
Total Cash Paid Out	**$658,560**	**$658,561**	**$658,561**	**$658,561**	**$658,561**	**$758,560**	**$758,561**	**$758,561**	**$758,561**	**$758,561**	**$758,561**	**$758,560**	**$8,602,725**
Total Cash	**600,000**	**600,000**	**600,000**	**600,000**	**600,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**1,000,000**
Transfer to Cash Reserve	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	0	500,000
Operating Cash Position (end of Month)	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	

Year 5

PROFORMA CASH FLOW STATEMENT

Garden Wonders

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Five
Cash on Hand (Beginning of month)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Startup Capital	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash from Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	834,794	834,794	834,794	834,794	834,794	834,794	834,794	834,794	834,794	834,794	834,794	834,794	10,017,522
Collections from CR accounts	0	0	0	0	0	0	0	0	0	0	0	0	0
Loan/other cash injections	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Cash Available (before cash out)	**$1,334,794**	**$1,334,793**	**$1,334,793**	**$1,334,794**	**$1,334,794**	**$1,334,794**	**$1,334,793**	**$1,334,793**	**$1,334,793**	**$1,334,793**	**$1,334,793**	**$1,334,793**	**$10,517,523**

Cash Paid Out	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Five
Cost of Goods Sold	414,358	414,358	414,358	414,358	414,358	414,358	414,358	414,358	414,358	414,358	414,358	414,358	4,972,296
Salaries & Wages – Year-round	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	502,883
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	486	486	486	486	486	486	486	486	486	486	486	486	5,834
Utilities	425	425	425	425	425	425	425	425	425	425	425	425	5,105
Bank Services & Payment Processing	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	14,586
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	17,503
Insurance	10,332	0	0	0	0	0	0	0	0	0	0	0	10,332
Professional Fees	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	29,172
Property Lease	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	25,121
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	450	450	450	450	450	450	450	450	450	450	450	450	5,402
General Admin Overhead	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	36,465
Total	**483,196**	**467,864**	**468,817**	**467,864**	**467,864**	**468,817**	**467,864**	**467,864**	**468,817**	**467,864**	**467,864**	**468,817**	**5,633,514**
Cash Paid Out (Non P&L)	**ONE**	**TWO**	**THREE**	**FOUR**	**FIVE**	**SIX**	**SEVEN**	**EIGHT**	**NINE**	**TEN**	**ELEVEN**	**TWELVE**	**Year Five**
Hard start-up costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Fund @ 3% gross	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	300,526
Income Tax @30%	126,131	126,131	126,131	126,131	126,131	126,131	126,131	126,131	126,131	126,131	126,131	126,131	1,513,568
Owners' withdrawal	100,424	115,755	114,801	115,755	115,755	214,802	215,755	215,755	214,802	215,755	215,755	214,801	2,069,915
Total	**251,598**	**266,929**	**265,975**	**266,929**	**266,929**	**365,976**	**366,929**	**366,929**	**365,976**	**366,929**	**366,929**	**365,975**	**3,884,009**
Total Cash Paid Out	**$734,794**	**$734,794**	**$734,793**	**$734,794**	**$734,794**	**$834,794**	**$834,794**	**$834,794**	**$834,794**	**$834,794**	**$834,794**	**$834,793**	**$9,517,523**
Total Cash	**600,000**	**600,000**	**600,000**	**600,000**	**600,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**1,000,000**
Transfer to Cash Reserve	100,000	100,000	100,000	100,000	100,000	0	0	0	0	0	0	0	500,000
Operating Cash Position (end of Month)	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	

1.1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Galil Greenery, will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:

1.1.1.1. Assets and liabilities.

1.1.1.2. Monetary transactions.

1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers

1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and

1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.

1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.

1.4. Our retail store is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).

1.4.1. General

1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.

1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.

1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.

1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to

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the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

1.4.2. Inventory records include:
- 1.4.2.1. Shipping manifests
- 1.4.2.2. Delivery and unpacking video recordings
- 1.4.2.3. Daily sales stock withdrawal and return reports
- 1.4.2.4. Weekly inventory reports
- 1.4.2.5. Product return reports

1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.

1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.

1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.

1.4.7. The accounts will be reviewed monthly by a licensed CPA.

1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.

1.4.9. The store manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet

1.4.10. Expense records
- 1.4.10.1. store managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
- 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.

1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;

Sales and Purchase agreements

Loan agreements

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Rental agreements
Lease agreements
Franchise agreements
Sale and lease back agreements
Trading agreements with suppliers
Insurance policies
Legal documentation
All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies
Contracts with telecommunications companies
Business registration documents and certificates
Business licensing documents
Surety bonds
Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

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Galil Greenery - Personnel Policies including Background Checks

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1. Introduction

1.1. This Employee Handbook ("Handbook"] is designed to summarize certain personnel policies and benefits of Galil Greenery. (the "Company"] and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on the dates determined by Galil Greenery. and you may not rely on policies that have been superseded.

1.2.3. If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.

1.3. Employment-At-Will

1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment

other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.

1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.

1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:

- be 21 years of age or older;
- not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.

1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment.This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.

1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment.The registration shall be immediately void when the agent is no longer associated with the Company..

1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Retail Store Roles, Qualifications, Training, and Selection

2.1. Store Job Classifications and Requirements:

2.1.1. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which product to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

2.1.2. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom the will work to learn the total operation of the retail store. This position may be full-, or part-time.

2.1.3. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

2.2. Employee Training and Selection

2.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

- Cannabis Science
- Horticultural & Organic Cultivation
- Methods of Extraction
- Methods of Ingestion

- Cooking with Cannabis
- Medical marijuana use
- Harm Reduction Methods
- Sensible Cannabis Use
- Customer Relations
- Massachusetts Cannabis Law

2.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

2.3.1. Retails Sales

2.3.2. Packaging labeling and inventory

2.3.3. Sanitation and maintenance of the facility

2.3.4. Security of the facility and deliveries

2.3.5. Standard business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

3.1.1. The following terms are used to describe employees and their employment status:

3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part- time depends upon the number of hours that an employee works.

3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her

own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. **Equal Employment Opportunity & American with Disabilities Act.**

3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

Goals
Our company has established specific goals to promote equity for the above-listed groups in the operations of our Marijuana Establishment:

1. Providing employment opportunities to individuals falling into the above-listed demographic categories to help them achieve their goal of entering the adult-use marijuana industry;
2. Increasing the number of individuals falling into the above-listed demographic categories working in the establishment and providing tools to aid their success.
3. Increasing the number of individuals falling into the above-listed demographic categories working in management and executive positions in the establishment and providing tools to aid their success.

Programs
The following programs will help effectuate the above goals:

1. Employment opportunities will be published in diverse media with the objective of more effectively reaching the above demographic groups;
2. Distribute internal workplace information sheets aimed at encouraging current employees to recommend individuals falling into the above-listed demographic categories for employment;
3. Participate in job and recruitment fairs that specifically target individuals in the above-listed demographic categories.
4. Individuals falling into the above-listed demographic categories will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement
Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching the above demographic groups?
3. Have we attended at least one job and recruitment fair that specifically target individuals in the above-listed demographic categories?
4. Have individuals falling into the above-listed demographic categories been hired and retained for at least 20% of the available positions?
5. Have individuals falling into the above-listed demographic categories been offered opportunities to engage in shadow training?
6. How many individuals falling into the above-listed demographic categories have chosen to engage in shadow training?

None of the above shall prevent the company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to direct hiring, the company will work in good faith, in a legal and non-discriminatory manner to consider the status of vendors, suppliers, contractors, and tradesmen when planning to employ such individuals from within the local municipality

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2] form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we

have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

5.2.2.

5.2.3. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.

5.2.4. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.

5.2.5. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

5.2.6. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive

5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct.

5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:

- Dishonesty;
- Falsification of Company records;

- Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- Unauthorized or careless use of the Company's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment or discrimination;
- Unauthorized use or disclosure of the Company's confidential information;
- Violation of any Company policy.

5.6. **Dress Code**

5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.

5.7. Safety

5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.

5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. **Substance and Abuse**

5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or

5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be

served and/or consumed as part of an authorized Company social or business event.

5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches.

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. **Social Media Policy.**

5.10.1. Galil Greenery. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

5.10.5. The use of social media channels on company time for personal purposes is not allowed.

5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.

5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. **Cell Phone Policy**

5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at

work may be taken away and other disciplinary action, up to and including termination, may be imposed.

5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

6.1.1. Aside from those benefits required by state and federal regulations, Galil Greenery. also offers additional benefits for its full-time employees.

6.1.2. From time to time, benefits may be added or deleted from the benefits package.

6.1.3. The Company reserves the right to make such changes.This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.

6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. Group Health Insurance

6.2.1. Galil Greenery. offers a group health plan for eligible employees. The Company's group health insurance plan is offered through Blue Cross. For more information, refer to the Company's benefits booklet for complete details and benefits.

6.3. COBRA

6.3.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.4. Worker's Compensation.

6.4.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.

6.4.2. Galil Greenery. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.

6.4.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.

6.4.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.

6.4.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.5. Social Security Benefits (FICA)

6.5.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.6. Unemployment Insurance

6.6.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a period of leave is the most appropriate accommodation.

7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.

7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

7.2.1. Eligible employees are entitled to 5 paid sick days per year. Sick days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

7.3. Holidays

7.3.1. Galil Greenery. observes the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Christmas Day

7.3.2. The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

7.3.3. Regular part-time employees will be paid on a pro-rata basis.

7.3.4. If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

7.4. Pregnancy-Disability Leave

7.4.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

7.4.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

7.4.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

7.4.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

7.4.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.5. Workers' Compensation Leave

7.5.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided

an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA"} for eligible employees.

7.6. Voting Time

7.6.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee: _____

I acknowledge that I have been provided with a copy of the The Company Employee Handbook. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By:_____ Date:_____
Manager name

By:_____ Date:_____
Employer name

1. Detailed Description of Qualification and Intended Trainings for Agents

1.1. Store Job Classifications and Requirements:

1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.

1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.

1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.

1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.

1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom the will work to learn the total operation of the retail store. This position may be full-, or part-time.

1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

1.2. Employee Training and Selection

1.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the

best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

1.2.1.1. Cannabis Science
1.2.1.2. Horticultural & Organic Cultivation
1.2.1.3. Methods of Extraction
1.2.1.4. Methods of Ingestion
1.2.1.5. Cooking with Cannabis
1.2.1.6. Medical marijuana use
1.2.1.7. Harm Reduction Methods
1.2.1.8. Sensible Cannabis Use
1.2.1.9. Customer Relations
1.2.1.10. Massachusetts Cannabis Law

1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

1.3.1. Retails Sales
1.3.2. Packaging labeling and inventory
1.3.3. Sanitation and maintenance of the facility
1.3.4. Security of the facility and deliveries
1.3.5. Standard business and management roles such as, account management, administration, etc.

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1.1. Quality Control and Testing

1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.2. All marijuana and marijuana products should comprise the leaves and flowers of the female marjuana plant that has been processed in a manner that ensures they are well-cured, generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; free of contamination by mold, rot, fungus, and bacterial diseases; prepared and handled on food-grade stainless tables; and packaged in a secure area.

1.1.3. All of our products are sold pre-packaged and tested by our cultivation and manufacturing suppliers. The initial quality control and testing of these products is the responsibility of these suppliers.

1.1.4. There are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

1.1.4.1. All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000

1.1.4.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

1.1.4.2.1. Maintaining adequate personal cleanliness; and

1.1.4.2.2. Washing hands appropriately.

1.1.4.3. Hand-washing facilities for the cleaning and sanitization of hands are conveniently located in production areas to allow employees to observe good sanitary practices wherever required.

1.1.4.4. Cleaning equipment and products for the maintenance of sanitary operations are stored separately in a designated closet.

1.1.4.5. For the maintenance of sanitary operations, sufficient space will be maintained for the placement of equipment and storage materials.

1.1.4.6. All toxic items shall be clearly marked and stored in a manner that protects against the contamination of any marijuana product.

1.1.4.7. All litter and waste will be correctly stored and removed daily to minimize both the development of odor and the potential for attracting and harboring pests.

1.1.4.8. Our floors, walls, and ceilings will be kept in good repair, and have been designed with cleanliness and ease of maintenance in mind.

1.1.4.9. All contact surfaces (counters, worktops, desks) must be kept clean at all times and should be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

1.1.4.10. We have an abundant supply of water and appropriately sized and designed plumbing system to allow for any and all maintenance, cleaning, hygiene, and sanitization needs.

1.1.4.11. Suitable toilet facilities are readily available to all employees.

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1.1.5. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols.

1.1.5.1. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the store manager will immediately notify senior management who will notify the commission within 72 hours.

1.1.5.2. Together, the store manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).

1.1.5.3. Each of the three parties should submit a report on the incident to the Commission.

1.1.5.4. The store manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.

1.1.5.5. Once the products enter our inventory it is the store manager's responsibility to ensure that:

1.1.5.5.1. Stock is efficiently rotated to ensure that older product is sold before newer product.

1.1.5.5.2. All stock is appropriately stored to prevent physical, chemical, and microbial contamination.

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1.1. Recordkeeping procedures

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.

1.1.2. The following business records shall be properly maintained:

1.1.2.1. Assets and liabilities;

1.1.2.2. Monetary transactions

1.1.2.3. Books of accounts;

1.1.2.4. Sales records; and

1.1.2.5. Salary and wages paid to each employee.

1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The store manager has copies of the company operating procedures.

1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.

1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.4.1.5. Any material changes will be communicated to the Commission

1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);

1.1.5. Inventory records include:

Shipping manifests
Delivery and unpacking video recordings
Daily sales stock withdrawal and return reports
Weekly inventory reports
Product return reports

1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.

1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.

1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

1.1.5.4. Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);

1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.

1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.

1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.

1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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1.1.6. **Personnel records:**

1.1.6.1. All personnel files are to be stored in the records cabinet

1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.

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

1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);

1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

1.1.6.4.3. 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;

1.1.6.4.4. documentation of periodic performance evaluations;

1.1.6.4.5. a record of any disciplinary action taken.

1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.

1.1.6.4.7. records of any health and safety related incidents

1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.7. Personnel policies and procedures

1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.

1.1.7.2. Certain specialized procedures are contained in the security plan.

1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

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1.1.7.4. All personnel files are to be stored in the records cabinet

1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records

1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).

1.1.7.7. All waste records should be maintained for at least three years.

1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).

1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.

1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.

1.1.7.11. At least two licensed marijuana agents must witness and document this process.

1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.8. Security Device Log

1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.

1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.

1.1.8.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.

1.1.8.4. The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.

1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

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1.1.9. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

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Galil Greenery

Plan to restrict access to persons 21 years and older
an extract from our
Retail Store Operations Manual

1. Sales

1.1. Retail sale of cannabis

IMPORTANT NOTE

The retail sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice**. We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc…) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate the customer's particular ailment or symptoms**.

As a licensed retail store we are mandated to follow the state's requirements for tracking customer use, and providing educational materials. While the state does not require the tracking and recording of customer details we do so as an essential part of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, supported by valid ID, entered into the database. These details, together with their purchases, will be recorded and maintained for the benefit of state inspectors.

NO customer may enter our retail premises without first producing a valid, recognized, photo ID. Valid ID must be shown to security personnel at the entrance to the retail store and at the Point of Sale for data-entry purposes.
There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1.1.1. Restricting Access to age 21 and older

1.1.1.1. All employees and registered agents must be 21 years of age or older in accordance with 935 CMR 500.029 or 500.030.

1.1.1.2. All visitors must be 21 years of age or older in accordance with 935 CMR 500.002.

1.1.1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our retail premises without first producing a valid, state or federal, photo ID.

1.1.1.4. Valid ID must be presented to the responsible member of staff at the entrance to the retail store and at the Point of Sale for data-entry purposes.

1.1.1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.

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1.1.1.6. While a person of legal age is welcome to accompany a customer into the store, loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances.

1.1.1.7. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to wait outside the facility. Should the person refuse, the matter should be elevated to the store manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.

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1. **Environmental Policies and Procedures** -
    a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
        i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
        ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
        iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
        iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
        v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

    b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).

    c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

    d. We will adhere to the following minimum energy efficiency and equipment standards;
        i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.

iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).

iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Diversity Plan 2021

Introduction
To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+
6. The above Group is considered the Primary Target Group (PTG)

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

Goals
Our company has established the diversity goal of employing at least 50% of the PTG in cultivation and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs
The following programs will help effectuate the above goals:

1 Employment opportunities- when available- will be published no less frequently than annually- Indeed.com, and Masslive.com with the objective of reaching the PTG;
2 Distribute internal workplace information notices, annually, aimed at encouraging current employees to recommend PTGs for employment;
3 Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target the PTG
4 PTG will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching PTG?
3. Have we attended at least one job and recruitment fair that specifically targets PTG?
4. Have PTG been hired and retained for at least 50% of the available positions?
5. Have PTG been offered opportunities to engage in shadow training?
6. How many PTG have chosen to engage in shadow training?