



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282320
Original Issued Date: 06/29/2020
Issued Date: 06/17/2021
Expiration Date: 06/29/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ToroVerde (Massachusetts) II, Inc.

Phone Number: 352-247-5581 Email Address: billybeetz.toroverdemass@gmail.com

Business Address 1: 51 Davis Street

Business Address 2:

Business City: Greenfield

Business State: MA

Business Zip Code: 01301

Mailing Address 1: 5324 Southern Valley Loop

Mailing Address 2:

Mailing City: Brooksville

Mailing State: FL

Mailing Zip Code: 34601

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: N/A

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: Percentage Of Control: 100

Role: Director

Other Role: Sole Director on Board of Directors, President, Treasurer, Secretary, Chief Executive Officer and Chief Financial Officer

| | | |
|---|----------------------|---------|
| First Name: William | Last Name: Beetz | Suffix: |
| Gender: Male | User Defined Gender: | |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) | | |
| Specify Race or Ethnicity: | | |

Person with Direct or Indirect Authority 2

| | | |
|---|--|---------|
| Percentage Of Ownership: | Percentage Of Control: 100 | |
| Role: Other (specify) | Other Role: Chief Executive Officer of ToroVerde (Holdings), Inc.; Chief Executive Officer of Nallim Capital, Inc. | |
| First Name: Jeffrey | Last Name: Giarraputo | Suffix: |
| Gender: Male | User Defined Gender: | |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) | | |
| Specify Race or Ethnicity: | | |

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

| | | |
|--|------------------------------|---------------------------|
| Percentage of Control: 100 | Percentage of Ownership: 100 | |
| Entity Legal Name: ToroVerde (Holdings), Inc. | Entity DBA: | DBA City: |
| Entity Description: ToroVerde (Holdings), Inc. is a Delaware corporation. | | |
| Foreign Subsidiary Narrative: ToroVerde (Holdings), Inc. is a wholly-owned subsidiary of Nallim Capital Inc., which is a British Columbia, Canada corporation. | | |
| Entity Phone: | Entity Email: | Entity Website: |
| Entity Address 1: | | Entity Address 2: |
| Entity City: | Entity State: | Entity Zip Code: |
| Entity Mailing Address 1: | | Entity Mailing Address 2: |
| Entity Mailing City: | Entity Mailing State: | Entity Mailing Zip Code: |
| Relationship Description: ToroVerde (Holdings), Inc. is the 100% Owner / Sole Shareholder of ToroVerde (Massachusetts) II, Inc. | | |

Entity with Direct or Indirect Authority 2

| | | |
|--|------------------------------|---------------------------|
| Percentage of Control: 100 | Percentage of Ownership: 100 | |
| Entity Legal Name: Nallim Capital Inc. | Entity DBA: | DBA City: |
| Entity Description: British Columbia, Canada Corporation | | |
| Foreign Subsidiary Narrative: | | |
| Entity Phone: | Entity Email: | Entity Website: |
| Entity Address 1: | | Entity Address 2: |
| Entity City: | Entity State: | Entity Zip Code: |
| Entity Mailing Address 1: | | Entity Mailing Address 2: |
| Entity Mailing City: | Entity Mailing State: | Entity Mailing Zip Code: |
| Relationship Description: Nallim Capital Inc. is the 100% Owner / Sole Shareholder of ToroVerde (Holdings), Inc. | | |

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

| | | |
|--|--------------------|---------|
| First Name: Damian | Last Name: Solomon | Suffix: |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Damian Solomon is the Chief Operating Officer. | | |

Close Associates or Member 2

First Name: Hidemi

Last Name: Ena

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Hidemi Ena is the Director of Retail Operations.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: ToroVerde Inc.

Entity DBA:

Email: info@toroverde.com

Phone: 416-602-4869

Address 1: 2100-40 King St. W

Address 2:

City: Toronto, Ontario M5H 3C2 State: MA

Zip Code: 00000

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: William

Last Name: Beetz

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts), Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton

Marijuana Establishment State: MA

Individual 2

First Name: Damian

Last Name: Solomon

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts), Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton

Marijuana Establishment State: MA

Individual 3

First Name: Hidemi

Last Name: Ena

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts), Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton

Marijuana Establishment State: MA

Individual 4

First Name: William

Last Name: Beetz

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

Individual 5

First Name: Damian

Last Name: Solomon

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

Individual 6

First Name: Hidemi

Last Name: Ena

Suffix:

Marijuana Establishment Name: ToroVerde (Massachusetts) III, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Whately

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 51 Davis Street

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01301

Approximate square footage of the establishment: 4000

How many abutters does this property have?: 42

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Certification of Host Community Agreement | ToroVerde (Massachusetts) II - Greenfield HCA Certification Form (exec).pdf | pdf | 5cbe2037f25dae4c6c3f1ebf | 04/22/2019 |
| Community Outreach Meeting Documentation | ToroVerde (Massachusetts) II - Greenfield Community Outreach Meeting Documentation.pdf | pdf | 5cbf1778bf7c9d44e9106c1a | 04/23/2019 |
| Plan to Remain Compliant with Local Zoning | ToroVerde (Massachusetts) II _ Plan to Remain Compliant with Local Ordinances (Greenfield) 4826-6699-9983 v.1.pdf | pdf | 5e050552f76dd253236e2465 | 12/26/2019 |
| Community Outreach Meeting Documentation | ToroVerde (Massachusetts) II _ Attestation Explaining Relationship with Richard Evans (exec).pdf | pdf | 5e0a29c35e2d54535a9c2a72 | 12/30/2019 |

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-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 | ToroVerde (Massachusetts) II _ Positive Impact Plan (Updated 12.9.19).pdf | pdf | 5e0f96c5b7ff09534ba0213f | 01/03/2020 |

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: William Last Name: Beetz Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other Role:

First Name: Damian Last Name: Solomon Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other Role:

First Name: Hidemi Last Name: Ena Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 4

Role: Other Role:

First Name: Jeffrey Last Name: Giarrputo Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role: 100% Owner / Sole Shareholder of ToroVerde (Massachusetts) II, Inc.

Entity Legal Name: ToroVerde (Holdings), Inc. Entity DBA:

Entity Description: ToroVerde (Holdings), Inc. is a Delaware corporation.

Phone: 352-247-5581 Email: billybeetz.toroverdemass@gmail.com

Primary Business Address 1: 850 NEW BURTON ROAD

Primary Business Address 2: SUITE 201

Primary Business City: Dover

Primary Business State: DE

Principal Business Zip Code:
19904

Additional Information:

Entity Background Check Information 2

Role: Other (specify) Other Role: Lender / Debt Capital Contributor

Entity Legal Name: ToroVerde Inc. Entity DBA:

Entity Description: ToroVerde Inc. is a Canadian corporation.

Phone: 416-602-4869 Email: info@toroverde.com

Primary Business Address 1: 2100-40 King St. W

Primary Business Address 2:

Primary Business City: Toronto, Ontario M5H 3C2

Primary Business State: MA

Principal Business Zip Code: 00000

Additional Information: Canada Revenue Agency Business Number: 75552-6514

Entity Background Check Information 3

Role: Parent Company Other Role: 100% Owner / Sole Shareholder of ToroVerde (Holdings), Inc.

Entity Legal Name: Nallim Capital Inc Entity DBA:

Entity Description: Nallim Capital Inc. is a Canadian corporation

Phone: 303-522-9000 Email: jeffgiarraputo88@gmail.com

Primary Business Address 1: 1055 W Georgia St.

Primary Business Address 2: Suite 1500

Primary Business City: Vancouver, BC Canada
V6E 4N7

Primary Business State: MA

Principal Business Zip Code:
00000

Additional Information: Canadian Business Number: 70088 2681

Date generated: 09/24/2021

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Articles of Organization | ToroVerde (Massachusetts) II, Inc. - Articles of Organization (FILED).pdf | pdf | 5cbe055c942dc34c4ebe08fc | 04/22/2019 |
| Bylaws | ToroVerde (Massachusetts) II, Inc. - Corporate Bylaws (exec).pdf | pdf | 5cbe07375c356a44cb768b0f | 04/22/2019 |
| Secretary of Commonwealth - Certificate of Good Standing | ToroVerde II Certificate of Good Standing SoC.pdf | pdf | 5cbe21a1942dc34c4ebe09b7 | 04/22/2019 |
| Department of Revenue - Certificate of Good standing | ToroVerde (Massachusetts) II _ Certificate of Good Standing from DOR (11.19.19) 4824-8428-5615 v.1.pdf | pdf | 5e0504e5bb37d053183ded72 | 12/26/2019 |

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Secretary of Commonwealth - Certificate of Good Standing | ToroVerde II_SoC CoGS_4.9.21.pdf | pdf | 60745265cefab844e6713d0d | 04/12/2021 |
| Department of Unemployment Assistance - Certificate of Good standing | ToroVerde II_DUA Cert of Good Standing Attestation.pdf | pdf | 6074526e518b4d4499416549 | 04/12/2021 |
| Department of Revenue - Certificate of Good standing | ToroVerde II_DoR Cert of Good Standing_4.8.21.pdf | pdf | 6076f4388d8557457dbb8934 | 04/14/2021 |

Massachusetts Business Identification Number: 001350063

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|--|------|--------------------------|-------------|
| Business Plan | ToroVerde (Massachusetts) II, Inc. - Business Plan.pdf | pdf | 5cdb5de769291617ba85c6a8 | 05/14/2019 |
| Business Plan | Harvest - ToroVerde (Massachusetts) - Consulting Agreement (exec) 4829-8557-0735 v.1.pdf | pdf | 5e061f4ccb8cc6573ebd18cd | 12/27/2019 |
| Business Plan | ToroVerde (Massachusetts) II _ Attestation Explaining Relationship with Harvest (exec).pdf | pdf | 5e21d9eec72d2d074d8e2062 | 01/17/2020 |
| Plan for Liability Insurance | ToroVerde II_Obtaining Liability Insurance.pdf | pdf | 607de4c5a6d53445a21e5678 | 04/19/2021 |
| Proposed Timeline | ToroVerde II_Proposed Timeline.pdf | pdf | 608b696b68436d078d6b1289 | 04/29/2021 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|--|------|--------------------------|-------------|
| Diversity plan | ToroVerde (Massachusetts) II _ Diversity | pdf | 5e0f9721bb37d053183dfe29 | 01/03/2020 |

| | | | | |
|--|--|-----|--------------------------|------------|
| | Plan (updated).pdf | | | |
| Plan for obtaining marijuana or marijuana products | ToroVerde II_Obtaining Marijuana.pdf | pdf | 607de50121aec245a96cbf65 | 04/19/2021 |
| Restricting Access to age 21 and older | ToroVerde II_Restricting Access.pdf | pdf | 607de50849891145972388a8 | 04/19/2021 |
| Security plan | ToroVerde II_Security Plan.pdf | pdf | 607de50e9cefd04567d4f040 | 04/19/2021 |
| Prevention of diversion | ToroVerde II_Prevention of Diversion.pdf | pdf | 607de5185997354560766321 | 04/19/2021 |
| Storage of marijuana | ToroVerde II_Storage.pdf | pdf | 607de5243a37ef458c08751f | 04/19/2021 |
| Transportation of marijuana | ToroVerde II_Transportation.pdf | pdf | 607de529a6d53445a21e5680 | 04/19/2021 |
| Inventory procedures | ToroVerde II_Inventory Procedures.pdf | pdf | 607de53021aec245a96cbf69 | 04/19/2021 |
| Quality control and testing | ToroVerde II_Quality Control.pdf | pdf | 607de5359cefd04567d4f044 | 04/19/2021 |
| Dispensing procedures | ToroVerde II_Dispensing Procedures.pdf | pdf | 607de53c5997354560766325 | 04/19/2021 |
| Personnel policies including background checks | ToroVerde II_Personnel Policies.pdf | pdf | 607de54cbd015444c5505234 | 04/19/2021 |
| Record Keeping procedures | ToroVerde II_Recordkeeping.pdf | pdf | 607de5515997354560766329 | 04/19/2021 |
| Maintaining of financial records | ToroVerde II_Maintaining Financial Records.pdf | pdf | 607de55686f403457678e03c | 04/19/2021 |
| Qualifications and training | ToroVerde II_Qualifications and Training.pdf | pdf | 607de55a7eb80444db468d14 | 04/19/2021 |
| Energy Compliance Plan | ToroVerde II_Energy Compliance Plan.pdf | pdf | 607de55f3a37ef458c087523 | 04/19/2021 |

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|----------------------------------|------|--------------------------|-------------|
| | ToroVerde II_Adequate Supply.pdf | pdf | 608089ea86f403457678e7e6 | 04/21/2021 |

Reasonable Substitutions of Marijuana Types and Strains Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|-------------------|---|------|--------------------------|-------------|
| | ToroVerde II_Reasonable Substitutions.pdf | pdf | 608089162e84db44a04c983f | 04/21/2021 |

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: Although ToroVerde is not yet operational, ToroVerde has begun preparing its efforts towards its Positive Impact Plan. A sample of some of the materials relative to ToroVerde's Positive Impact Plan is included below.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Although ToroVerde is not yet operational, ToroVerde has begun preparing its efforts towards its Diversity Plan. A sample of some of the materials relative to ToroVerde's Diversity Plan is included below.

HOURS OF OPERATION

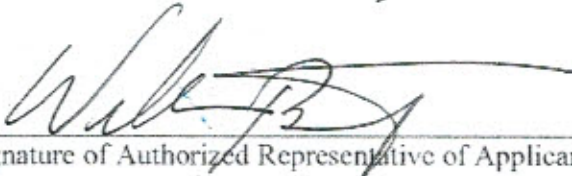
| | |
|-------------------------|-----------------------|
| Monday From: 8:30 AM | Monday To: 9:00 PM |
| Tuesday From: 8:30 AM | Tuesday To: 9:00 PM |
| Wednesday From: 8:30 AM | Wednesday To: 9:00 PM |
| Thursday From: 8:30 AM | Thursday To: 9:00 PM |
| Friday From: 8:30 AM | Friday To: 9:00 PM |
| Saturday From: 8:30 AM | Saturday To: 9:00 PM |
| Sunday From: 12:00 PM | Sunday To: 5:00 PM |

Host Community Agreement Certification Form

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


Applicant

I, William Beetz, (insert name) certify as an authorized representative of Toroverde (Massachusetts) II, Inc. (insert name of applicant) that the applicant has executed a host community agreement with Greenfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 7th December 2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, William F. Martin, Mayor, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Greenfield (insert name of host community) to certify that the applicant and Greenfield (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 12/19/18 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



Community Outreach Meeting Attestation Form

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

I, Richard Evans, (insert name) attest as an authorized representative of TOROVERDE (MASSACHUSETTS) II, INC. (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 10/24/18 (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 10/10/18 (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 10/18/18 (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 10/7/18 (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).

Massachusetts Cannabis Control Commission
101 Federal Street, 13th Floor, Boston, MA 02110
(617) 701-8400 (office) | mass-cannabis-control.com

Initials of Attester: 

ToroVerde (Massachusetts) II, Inc.
51 Davis St.
Greenfield, MA

Eric Twarog, AICP,
Director of Planning and Development
14 Court Square, Greenfield, MA 01301

RECEIVED OCT 1 8 2018

RECEIVED OCT 1 8 2018
by Dept. of Planning & Development ET

October 7, 2018

Dear Mr. Twarog,

ToroVerde (Massachusetts) II Inc. is a proposed retail cannabis business located at 51 Davis St, Greenfield, MA 01301. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). Notice is hereby given of a public Community Outreach Meeting at the proposed location at 10am on October 24th, 2018.

Sincerely,



Ezra Parzybok, cannabis consultant (on behalf of ToroVerde III)
413-539-3059 ezra@greenglove.cc

ToroVerde (Massachusetts) III, Inc.
51 Davis St. Greenfield, MA 01301

October 7, 2018

Dear Abutters to 51 Davis,

ToroVerde (Massachusetts) III Inc. is a proposed retail cannabis business located at 51 Davis St. Greenfield, MA 01301. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). Notice is hereby given of a public Community Outreach Meeting at the proposed location at 10am on October 24th, 2018. The public is welcome to attend and ask questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ezra Parzybok', with a long horizontal flourish extending to the right.

Ezra Parzybok, cannabis consultant (on behalf of ToroVerde III)
413-539-3059 ezra@greenglove.cc

PLAN TO REMAIN COMPLIANT WITH LOCAL ORDINANCES AND REGULATIONS

ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) will remain compliant at all times with the local ordinances, regulations and codes applicable to ToroVerde’s proposed Marijuana Retailer Establishment located in the City of Greenfield.

In accordance with the Zoning Ordinance, ToroVerde’s proposed Marijuana Retail Establishment is located at 51 Davis Street in the Central Commercial (CC) Zoning District designated for Marijuana Retailer Establishments. In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, ToroVerde’s proposed facility is also not located within two-hundred and fifty (250) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

As required by Greenfield’s Zoning Ordinance, ToroVerde has applied for and received a Special Permit and Site Plan Approval from the Zoning Board of Appeals. The Special Permit will lapse if not exercised within one (1) year of issuance. The special permit also only runs with the applicant ToroVerde.

In conformance with the Greenfield Board of Health Marijuana Regulations, ToroVerde will apply for a Marijuana Operating Permit from the Board of Health. The Marijuana Operating Permit expires annually on December 31st and must be renewed each year.

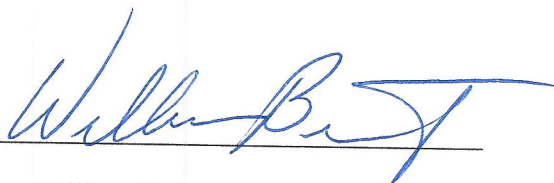
ToroVerde will also apply for a Building Permit from the City of Greenfield Building Department prior to commencing construction, as well as obtain a Certificate of Occupancy prior to commencing operations. ToroVerde will also apply for any other local permits and approvals required to site and operate a Marijuana Retailer Establishment at the proposed location. ToroVerde will comply with all conditions and standards set forth in any required local permit or approval.

ToroVerde has met several times with municipal officials to discuss its Marijuana Establishment plans, and ToroVerde has executed the required Host Community Agreement with the Town. ToroVerde will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

ATTESTATION EXPLAINING RELATIONSHIP BETWEEN
RICHARD EVANS AND TOROVERDE (MASSACHUSETTS) II, INC.

I, William Beetz, the President and Chief Executive Officer of ToroVerde (Massachusetts) II, Inc. ("ToroVerde"), hereby certify and attest that the following information is true and correct:

1. ToroVerde retained Richard Evans to serve as the local legal counsel for the limited purposes of engaging the host municipality to negotiate the Host Community Agreement and coordinating the required Community Outreach Meeting in the host municipality.
2. ToroVerde anticipates that Richard Evans will continue to serve as local legal counsel and liaison between ToroVerde and the host municipality on an as-needed basis. However, Richard Evans: (i) will not have any direct or indirect control over ToroVerde or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde that enables Richard Evans to exercise a significant influence over the management, operations or finances, of ToroVerde or its operations.



Name: William Beetz
Title: President and Chief Executive Officer
Entity: ToroVerde (Massachusetts) II, Inc.

12/29/2019
Date

April 8, 2021

Mayor Roxann Wedegartner
Greenfield City Hall
14 Court Square, Room 201
Greenfield, MA 01301

Re: Request for Records of Costs Related to ToroVerde's Greenfield Operations

Dear Mayor Wedegartner:

Please be advised that as a requirement of ToroVerde (Massachusetts) II, Inc.'s ("ToroVerde") license renewal application for its Marijuana Retailer Establishment in the City of Greenfield ("Greenfield" or "City"), the Cannabis Control Commission (the "Commission") is requiring ToroVerde to submit (1) documentation that it requested from its Host Community the records of any cost to the City, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as ToroVerde's formal request to the City to produce the records of any cost, whether anticipated or actual, resulting from ToroVerde's operation within the City. Please note that a copy of this correspondence along with any response received from the City, or barring receipt of any response, an attestation to that effect, shall be submitted by ToroVerde to the Commission. As the City is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the City imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

We would greatly appreciate a response to david@vicentesederberg.com by Thursday, April 22, 2021 to ensure ToroVerde is able to submit a complete license renewal application in a timely manner.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Sincerely,

David M. Ullian

David M. Ullian, Esq.

P: 617-752-7148

E: David@VicenteSederberg.com

From: TrackingUpdates@fedex.com
To: [Tim Callahan](#)
Subject: FedEx Shipment 773403911783: This shipment is scheduled to be sent
Date: Friday, April 9, 2021 2:10:17 PM

FedEx



Hi. This shipment is
scheduled to be sent on Fri
4/09/2021.



The delivery date may be updated when FedEx receives the package.

Estimated delivery date

Mon, 04/12/2021
by 4:30pm



INITIATED

[MANAGE DELIVERY](#)

TRACKING NUMBER [773403911783](#)

| | |
|------------------------------|--|
| FROM | Vicente Sederberg 2 Seaport Lane 11th Floor BOSTON, MA, US, 02210 |
| TO | Greenfield City Hall Mayor Roxann Wedegartner 14 Court Square Room 201 GREENFIELD, MA, US, 01301 |
| DEPARTMENT NUMBER | Corporate |
| INVOICE NUMBER | 4291/ToroVerde/Corporate |
| PURCHASE ORDER NUMBER | VISA 2153 |
| REFERENCE | Mail/Shipping |
| SHIPPER REFERENCE | Mail/Shipping |
| PACKAGING TYPE | FedEx Envelope |
| ORIGIN | BOSTON, MA, 02210 |
| DESTINATION | GREENFIELD, MA, US, 01301 |
| SPECIAL HANDLING | Deliver Weekday |
| STANDARD TRANSIT | Mon, 04/12/2021 by 4:30pm |
| NUMBER OF PIECES | 1 |
| TOTAL SHIPMENT WEIGHT | 0.50 LB |
| SERVICE TYPE | FedEx Standard Overnight |

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TORO VERDE (MASSACHUSETTS) II, INC.
MUNICIPAL RESPONSE ATTESTATION – GREENFIELD

On behalf of ToroVerde (Massachusetts) II, Inc. (“ToroVerde”), I, David M. Ullian, Esq., do hereby attest to the following:

- In accordance with the requirements of ToroVerde’s license renewal for its adult-use license (MR282320), ToroVerde requested from the City of Greenfield (the “Host Community”) the records of any cost to the Host Community, whether anticipated or actual, resulting from ToroVerde’s operation within its borders (the “Request”).
- ToroVerde submitted the Request to the Host Community on April 9, 2021.
- As of the date of this attestation, ToroVerde has not received a response from the Host Community with respect to the Request.

David M. Ullian

Signature

April 30, 2021

Date

Name: David M. Ullian, Esq.

Title: Counsel for ToroVerde (Massachusetts) II, Inc.

The Green Gateway Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Greenfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. ToroVerde (Massachusetts) II, Inc. 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 provisional 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 Licensed Marijuana Establishments 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 ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- 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.

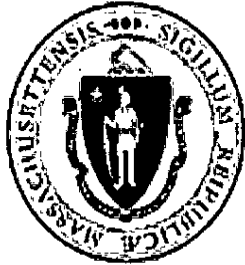
Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. 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 will be counted and recorded through both the survey and attendee records. 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.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: 001350063

ARTICLE I

The exact name of the corporation is:

TOROVERDE (MASSACHUSETTS) II, INC.

ARTICLE II

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

ARTICLE III

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

| Class of Stock | Par Value Per Share Enter 0 if no Par | Total Authorized by Articles of Organization or Amendments | | Total Issued and Outstanding Num of Shares |
|----------------|--|---|-----------------|--|
| | | Num of Shares | Total Par Value | |
| CWP | \$0.00100 | 5,000 | \$5.00 | 5,000 |

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

ARTICLE IV

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

ARTICLE V

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

1. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. 2. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. 3. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. 4. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ANY ACTION THAT, UNDER ANY PROVISION OF G.L.C. 156D MAY BE TAKEN AT A MEETING OF THE SHAREHOLDERS, MAY BE TAKEN WITHOUT A MEETING AND WITHOUT PRIOR NOTICE IF A CONSENT IN WRITING, SETTING FORTH THE ACTION SO TAKEN, SHALL BE SIGNED BY THE HOLDERS OF THE OUTSTANDING SHARES HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES THAT WOULD BE NECESSARY TO AUTHORIZE OR TAKE SUCH ACTION AT A MEETING AT WHICH ALL SHARES ARE ENTITLED TO VOTE THEREON WERE PRESENT AND VOTED; PROVIDED, HOWEVER, THAT UNLESS THE CONSENTS OF ALL SHAREHOLDERS ENTITLED TO VOTE HAVE BEEN SOLICITED IN WRITING, NOTICE SHALL BE GIVEN (IN THE SAME MANNER AS NOTICE OF MEETINGS IS TO BE GIVEN), AND WITHIN THE TIME LIMITS PRESCRIBED BY LAW, OF SUCH ACTION TO ALL SHAREHOLDERS ENTITLED TO VOTE WHO DID NOT CONSENT IN WRITING TO SUCH ACTION; AND PROVIDED, FURTHER, THAT DIRECTORS MAY BE ELECTED BY WRITTEN CONSENT ONLY IF SUCH CONSENT IS GIVEN BY SHAREHOLDERS HOLDING EIGHTY-FIVE PERCENT (85%) OF THE OUTSTANDING VOTES HELD BY SHAREHOLDERS, EXCEPT THAT ACTION TAKEN BY SHAREHOLDERS TO FILL ONE OR MORE VACANCIES ON THE BOARD OTHER THAN A VACANCY CREATED BY THE REMOVAL OF A DIRECTOR, MAY BE TAKEN BY WRITTEN CONSENT OF A MAJORITY OF THE OUTSTANDING SHARES ENTITLED TO VOTE.

after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: COGENCY GLOBAL INC
No. and Street: 44 SCHOOL STREET, SUITE 325
City or Town: BOSTON State: MA Zip: 02108 Country: USA

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | WILLIAM BEETZ | 10539 AUDIEBROOK DRIVE SPRING HILL, FL 34608 USA |
| TREASURER | WILLIAM BEETZ | 10539 AUDIEBROOK DRIVE SPRING HILL, FL 34608 USA |
| SECRETARY | WILLIAM BEETZ | 10539 AUDIEBROOK DRIVE SPRING HILL, FL 34608 USA |
| DIRECTOR | WILLIAM BEETZ | 10539 AUDIEBROOK DRIVE SPRING HILL, FL 34608 USA |

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

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

MANUFACTURING AND RETAIL SALE OF CONSUMER GOODS

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

No. and Street: C/O COGENCY GLOBAL INC.
44 SCHOOL STREET, SUITE 325
City or Town: BOSTON State: MA Zip: 02108 Country: USA

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

No. and Street: C/O COGENCY GLOBAL INC.
44 SCHOOL STREET, SUITE 325
City or Town: BOSTON State: MA Zip: 02108 Country: USA
which is

where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

DAVID M. ULLIAN ATTORNEY FOR TOROVERDE (MASSACHUSETTS) II, INC.

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October 9, 2018

Secretary of the Commonwealth
Corporations Division
McCormack Building
One Ashburton Place, 17th floor
Boston, MA 02108

RE: ToroVerde (Massachusetts), Inc. - Consent to Use of Similar Corporate Name

To Whom It May Concern:

On behalf of ToroVerde (Massachusetts), Inc. ("ToroVerde"), please let this letter serve as confirmation that ToroVerde consents to the use of the name **ToroVerde (Massachusetts) II, Inc.** by its affiliate corporation to be formed in Massachusetts.

Sincerely,

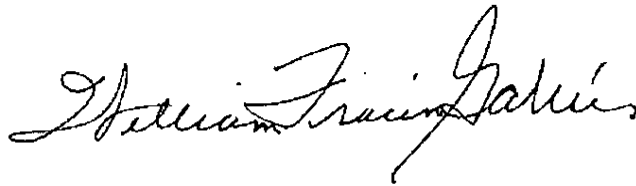


Rob Chalmers
President
ToroVerde (Massachusetts), Inc.

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:

October 16, 2018 11:33 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS
OF
TOROVERDE (MASSACHUSETTS) II, INC.

BYLAWS OF TOROVERDE (MASSACHUSETTS) II, INC.

ARTICLE I: GENERAL

Section 1.01 Name and Purposes. The name of the Corporation is **TOROVERDE (MASSACHUSETTS) II, INC.** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

Section 1.02 Articles of Organization. These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.05 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

ARTICLE II: SHAREHOLDERS

Section 2.01 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board

of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the

meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records

of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 *Reserved*

Section 2.07 Fixing the Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

Section 2.08 Quorum of and Action by Shareholders. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the

matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.09 *Reserved*

Section 2.10 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.14 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.15 Automatic Divestiture. If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "**Affected Shareholder**") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

- (a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in

a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.15;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.16 Redemption of Shares Following Automatic Divestiture.

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.15 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.15, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.15, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for fifty percent (50%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

ARTICLE III: DIRECTORS

Section 3.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be one (1) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Director shall be William Beetz.

Section 3.02 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.05 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) **Place of Meetings.** Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.08 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. 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 is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and

to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the

Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more

series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

Section 6.02 Transfers of Shares. No shares of Common Stock of the Corporation may be subject to Transfer (as defined herein) without the approval of no less than a majority of the Board. Notwithstanding any other provision of these Bylaws, each shareholder agrees that it will not, directly or indirectly, Transfer any of its shares or share equivalents, and the Corporation agrees that it shall not issue any shares or share equivalents if such Transfer would cause the Corporation to be unfit for licensure by the applicable cannabis regulatory body or otherwise subject to the applicable cannabis regulatory body for disciplinary action. In any event, the Board may refuse the Transfer of shares to any person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any governmental authority.

Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the

Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII: CORPORATE RECORDS AND INSPECTION

Section 7.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.02 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.02 Conflict with Applicable Law or Articles of Entity Conversion. Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or

substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

(a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.

(b) Relocate the principal office or designate alternative principal offices or regional offices.

(c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.

(d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.05 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX: AMENDMENT OF BYLAWS

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.


[SIGNATURE PAGE TO FOLLOW]

**CERTIFICATE OF SECRETARY
OF
TOROVERDE (MASSACHUSETTS) II, INC.**

The undersigned, William Beetz, hereby certifies that he is the duly elected and acting Secretary of **TOROVERDE (MASSACHUSETTS) II, INC.**, a Massachusetts corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of November 1, 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 1 day of November, 2018.

TOROVERDE (MASSACHUSETTS) II, INC.

By: 
Name: William Beetz
Title: Secretary



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

William Francis Galvin
Secretary of the
Commonwealth

Date: April 19, 2019

To Whom It May Concern :

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

TOROVERDE (MASSACHUSETTS) II, INC.

is a domestic corporation organized on **October 16, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19040407720

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

Processed by:



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

mass.gov/dor

Letter ID: L1215475776
Notice Date: November 19, 2019
Case ID: 0-000-692-503



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TOROVERDE MASSACHUSETTS II
90 CONZ ST STE 213
NORTHAMPTON MA 01060-3868

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**TOROVERDE (MASSACHUSETTS) II,
INC.**

Business Plan

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1. EXECUTIVE SUMMARY

1.1 Mission Statement

ToroVerde (Massachusetts) II, Inc. (“**ToroVerde**”) is a Massachusetts business corporation that is committed to operating a compliant, safe, and high-quality Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth of Massachusetts. ToroVerde seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

1.2 Product

ToroVerde will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, ToroVerde will offer a wide range of products that will allow ToroVerde to serve customers with a wide variety of needs and preferences. The products ToroVerde intends to offer include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

1.3 Customers

ToroVerde’s target customers are consumers 21 years of age and older who live and work in the City of Greenfield and surrounding communities in Franklin County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

1.4 What Drives Us

ToroVerde’s goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. ToroVerde also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. COMPANY DESCRIPTION

2.1 Corporate and Application Status

ToroVerde is a Massachusetts business corporation in good standing that is applying for a license from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an adult use Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth.

ToroVerde will file, in a form and manner specified by the Commission, an application for licensure as an MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2 Operations

ToroVerde has executed a Lease Agreement for 51 Davis Street (a property at the corner of Davis Street and Ames Street) in Greenfield for use as a Marijuana Retailer Establishment. The property includes an existing 4,000 square foot commercial/retail space that will be renovated to improve exterior and interior conditions and install state-of-the-art security systems. There is ample existing parking on site for customers and staff.

ToroVerde’s facility will be designed with the specific intentions of ensuring consumer safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuance that is intended to facilitate one-on-one conversations between customer service representatives and customers. ToroVerde will meticulously invest in security, interior design, quality control, product testing, and staff training.

ToroVerde plans to obtain the marijuana flower and marijuana products to be sold at its Retailer Establishment from other licensed Marijuana Cultivator and Product Manufacturer Establishments in the Commonwealth.

2.3 Inventory Procedures

ToroVerde will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of finished and stored marijuana; conduct a comprehensive inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

ToroVerde will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

ToroVerde will maintain records that will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles (GAAP). Records will be maintained for at least 12 months.

Additional information on ToroVerde's inventory procedures are available in the Inventory Procedures document included with this submission.

2.4 Security

ToroVerde will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for customers, employees and the local community.

ToroVerde's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Greenfield Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only eligible consumers 21 years of age and older with a valid government-issued ID and ToroVerde's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and ToroVerde will maintain a current list of individuals with access.

On-site consumption of marijuana by customers, ToroVerde's employees and visitors will be prohibited. ToroVerde will have security personnel on-site during business hours.

Additional information on ToroVerde's security plan is available in the Security Plan document included with this submission.

2.5 Benefits to the City of Greenfield

ToroVerde looks forward to working cooperatively with the City of Greenfield to ensure that ToroVerde operates as a responsible, contributing member of the Greenfield community. ToroVerde anticipates establishing a mutually beneficial relationship with the City in exchange for permitting ToroVerde to site and operate in Greenfield. The City stands to benefit in various ways, including but not limited to the following:

- a. **Jobs.** ToroVerde estimates adding 15 - 25 full-time jobs for qualified Greenfield residents, in addition to hiring qualified local contractors and vendors.
- b. **Host Community Agreement.** A Host Community Agreement, under which ToroVerde will make significant community impact payments to the City, will provide additional financial benefits beyond local property taxes.
- c. **Access to Quality Legal Product for Consumers.** ToroVerde will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers and patients are not required to verify their age and marijuana products are not tested.
- d. **Local Sales Tax Revenue.** The City will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.
- e. **Control.** In addition to the Commission, the Greenfield Police Department and other municipal departments will have oversight over ToroVerde's security systems and processes.
- f. **Responsibility.** ToroVerde is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. **Economic Development.** ToroVerde's project will revitalize the surrounding area and contribute to the overall economic development of the local community.

2.6 Zoning and Local Compliance

ToroVerde will remain compliant at all times with the local zoning requirements set forth in the City of Greenfield Zoning Ordinance. In accordance with the Zoning Ordinance, ToroVerde's proposed Marijuana Retail Establishment is located at 51 Davis Street in the Central Commercial (CC) Zoning District designated for Marijuana Retail Establishments.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, ToroVerde's proposed facility is not located within two-hundred and fifty (250) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

ToroVerde will apply for any local permits, approvals, registrations or certificates required to site and operate a Marijuana Retailer Establishment at the proposed location. ToroVerde will comply with all conditions and standards set forth in any required local permit or approval.

ToroVerde has met several times with municipal officials to discuss its Marijuana Establishment plans, and ToroVerde has executed the required Host Community Agreement with the City.

ToroVerde will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

ToroVerde has also retained two law firms specializing in marijuana businesses to assist with ongoing compliance with local zoning requirements.

3. MARKET RESEARCH

3.1 Industry

33 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health, over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Customers

The City of Greenfield's population is approximately 17,500, and the population of Franklin County is approximately 71,500.

ToroVerde's target customers are consumers 21 years of age or older who live in, work in and visit the City of Greenfield and the surrounding communities in Franklin County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

3.3 Competitors

ToroVerde's main competitors will include other licensed Retailer Establishments in the City of Greenfield and in other municipalities in Franklin County.

3.4 Competitive Advantage

ToroVerde is in the process of engaging experienced cannabis industry professionals to provide advice on best practices for retail marijuana operations on a consultant basis.

ToroVerde feels confident that a consultant partner with experience in effective cannabis retail operations, superior product quality and selection, and attention to customer experience will yield a positive reputation for ToroVerde within the Greenfield community that competitor

retailer establishments may not be able to achieve. ToroVerde will leverage its partner's experience to ensure a premiere dispensing experience.

4. PRODUCT / SERVICE

4.1 Products

ToroVerde intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

4.2 Dispensary Procedures

In accordance with 935 CMR 500.140(3), access to ToroVerde's establishment will be limited to verified individuals 21 years of age and older. Prior to entering the dispensary, a customer must present a valid, government-issued photo identification to a ToroVerde security agent to determine whether the customer is 21 years of age or older. Once the customer's identity and age are verified, the security agent will permit the customer to enter the establishment's sales area.

Once inside the sales area, the customer will enter a queue to obtain individualized service from a ToroVerde agent who will help the customer select from the available products and complete the transaction. Prior to checkout, customers will be required to confirm their identities and ages a second time. The checkout also activates the seed-to-sale tracking system that will be compliant with 935 CMR 500.105(8). Sales will be limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per adult use consumer transaction. All required taxes will be collected at the point of sale.

Once a customer has selected products for purchase, a ToroVerde agent will collect the requested items from a secure product storage area. The agent will then scan each product's barcode into the Commission-approved point of sale system. All products will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly

labeled with warnings, strain information, cannabinoid profile, and other information detailed in 935 CMR 500.105.

In the event a ToroVerde agent determines a consumer would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. ToroVerde will use the point of sale system to accept payment and complete the sale. The system will back up and securely cache each sale for inspection.

In compliance with 935 CMR 500.140(8), ToroVerde will provide educational materials designed to help consumers make informed marijuana product purchases. The educational materials will describe the various types of products available, as well as the types and methods of responsible consumption. The materials will offer education on titration, which is the method of using the smallest amount of product necessary to achieve the desired effect. Additional topics discussed in the education materials will include potency, proper dosing, the delayed effects of edible marijuana products, substance abuse and related treatment programs, and marijuana tolerance, dependence, and withdrawal.

Additional information on ToroVerde's retail policies and procedures is available in the Dispensing Procedures document included with this submission.

4.3 Pricing Structure

When determining the appropriate pricing structure, ToroVerde will continually strive to find the perfect balance between affordability for consumers and preventing the diversion of product to the black market.

5. MARKETING & SALES

5.1 Growth Strategy

ToroVerde's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of highly-trained, consummate professionals

.

5.2 Communication

ToroVerde will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please

Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of ToroVerde will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a^{1/2})(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

ToroVerde will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

ToroVerde will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

ToroVerde will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, ToroVerde will market its products and services to reach a wide range of qualified consumers.

5.3 Product Packaging

ToroVerde will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” ToroVerde will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or

otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Branding and Logos

ToroVerde will develop logos and branding that complies with state regulations and that will distinguish ToroVerde from its competitors. ToroVerde will file for trademark protection at the state level, and when permissible, at the federal level.

6. FINANCIAL SUMMARY

ToroVerde is well-funded and is expected to have the ability to leverage its consultant's operational experience to establish a successful, compliant retail operation in a timely manner.

ToroVerde's proposed facility in Greenfield is an existing structure that will not require large amounts of capital and time-intensive construction.

6.1 Financial Projections

| Fiscal Year (US\$000s) | FIRST FULL FISCAL YEAR PROJECTIONS 2019 | SECOND FULL FISCAL YEAR PROJECTIONS 2020 | THIRD FULL FISCAL YEAR PROJECTIONS 2021 |
|--|--|---|--|
| Projected Revenue | \$143 | \$5,597 | \$7,301 |
| Projected Expenses | \$208 | \$4,217 | \$5,312 |
| Profit: | (\$65) | \$1,379 | \$1,989 |
| | | | |
| Number of unique customers for the year | 587 | 3,299 | 4,113 |
| Number of customer visits for the year | 2,034 | 76,871 | 95,832 |
| Projected % of customer growth rate annually | --- | 3,680% | 25% |
| Estimated purchased ounces per visit | 0.2 | 0.2 | 0.2 |
| Estimated cost per ounce | \$176 | \$196 | \$217 |

| | | | |
|--|----|-------|-------|
| Total FTEs in staffing | 12 | 15 | 16 |
| Total marijuana inventory for the year (in lbs.) | 27 | 1,016 | 1,267 |

6.2 Financial Assumptions

ToroVerde has based its revenue forecasts on a top-down model that accounts for the local population (of both the City of Greenfield and Franklin County). While initial estimates assume a higher proportion of revenue from the sale of dried flower, ToroVerde assumes that revenue will shift in favor of derivative products (including topicals, tinctures, concentrates, and edibles) in subsequent years.

ToroVerde expects to employ at least 13 full-time equivalents (FTEs) in Greenfield, plus a salaried General Manager and Assistant General Manager. Additionally, ToroVerde will employ a minimum of two Security Officers, one of which will be present on the premises during all operating hours.

In these financial projections, ToroVerde assumes operations as a Marijuana Retail Establishment will commence on these premises in November 2019. However, the applicant understands that the opening of the business is requisite on receipt of full licensure from the Commonwealth of Massachusetts and full compliance with all laws and regulations governing the operation of such business.

7. TEAM

7.1 General

ToroVerde has assembled a team of experienced cannabis industry professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including business management, retail operations, public safety and security.

7.1 Executive Management Team

7.1.1 William Beetz, *Director, President, Treasurer, Secretary, Chief Executive Officer*

William Beetz is a retired police captain, after 24 years of service, who managed a staff of over 600 sworn and civilian personnel at the agency of Hernando County sheriff's office in the state of Florida. Since retirement in 2011, Mr. Beetz has followed several successful entrepreneur opportunities as well as consulting contracts within the business world of restaurants, retail, and the marijuana industry. Mr. Beetz is married for over 28 years with three adult children, who all have professional careers in medical, law, and business ownership.

William Beetz has successfully completed a bachelor's degree in Business Management and a master's degree in Criminal Justice with a Cum Laude certificate maintaining a 3.8 GPA. William Beetz holds the position of a Chairman of a board of directors for a not-for-profit

organization to assist in providing the needs for disabled children and families as well as fulfilling many requests in organizing charity fundraising and volunteering at a local 1,500 member Christian church.

7.1.2 Damian Solomon, *Chief Operations Officer*

7.1.3 Hidemi Ena, *Chief Retail Officer*

8. CONCLUSION

ToroVerde is expected to have the ability to leverage its operations consultant's experience and know-how to safely and efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Greenfield and the surrounding communities in Franklin County.

ToroVerde is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, ToroVerde looks forward to working cooperatively with the City of Greenfield to help spread the benefits this market will yield.

HARVEST MASS HOLDING I, LLC || TOROVERDE CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement"), effective as of this 12 day of December, 2019, is made by and between HARVEST MASS HOLDING I, LLC, an Arizona limited liability company ("Consultant"), TOROVERDE (MASSACHUSETTS), INC., a Massachusetts business corporation, TOROVERDE (MASSACHUSETTS) II, INC., a Massachusetts business corporation, and TOROVERDE (MASSACHUSETTS) III, INC., a Massachusetts business corporation (collectively, "ToroVerde"). Consultant and ToroVerde are each individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Consultant, and its affiliated entities, are experienced in the cannabis industry and have the ability to provide various services relevant to assist ToroVerde in its implementation and operation of an adult-use cannabis retailing business, as further described in Exhibit A (the "Services");

WHEREAS, ToroVerde is applying for a license ("License") to operate one (1) or more Marijuana Establishments ("Cannabis Business") in Massachusetts in accordance with regulations at 935 CMR 500.000 *et seq.* (the "Regulations") promulgated by the Massachusetts Cannabis Control Commission (the "Commission"); and

WHEREAS, ToroVerde is in need of assistance in connection with its application(s) for a License from the Commission ("License Application") and the operation of its Cannabis Business, and therefore wishes to retain Consultant to provide the Services, and Consultant wishes to provide such Services pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SERVICES

Section 1.01 Services. During the term of this Agreement, Consultant shall provide ToroVerde with the Services, as scheduled and/or as reasonably requested by ToroVerde. Consultant shall perform the Services at ToroVerde's direction, and at times and locations as reasonably determined by ToroVerde.

Section 1.02 Statement of Work. In addition to the Services described in Exhibit A, ToroVerde may reasonably request Consultant to perform additional consulting services related to or in connection with the License Application. In connection with such additional services, Consultant and ToroVerde shall enter into a Statement of Work in the form of Exhibit B attached hereto (the "Statement of Work"). Each Statement of Work shall automatically be incorporated into this Agreement, and such services shall be deemed to be Services hereunder.

Section 1.03 No Decision-Making Authority. Notwithstanding anything to the contrary in this Agreement, ToroVerde shall maintain exclusive authority, control and possession of its business and shall be solely responsible for decision-making regarding all aspects of its business, including, but not limited to, the products and facilities owned by ToroVerde or under ToroVerde's control, inclusive of all related inventories. Consultant shall never hold title to or be deemed to have legal possession of ToroVerde's products, and Consultant shall have no control over the pricing, marketing or selling of ToroVerde's products, nor shall it have control over any of ToroVerde's decision-making. Notwithstanding anything contained herein to the contrary, the Parties hereto agree that this Agreement is not intended to provide Consultant with any direct or indirect control, as defined in the Commission's Adult use of Marijuana Regulations in 935 CMR 500.002 and as construed by the Commission, over ToroVerde or ToroVerde's operations. The Parties hereto agree that, in the event that the Commission determines that this Agreement establishes Consultant as a "Person or Entity Having Direct or Indirect Control" as defined in 935 CMR 500.002 and as construed by the Commission, or in the event that the Commission issues guidance reasonably indicating that such determination would be likely, the Parties hereto shall amend such agreements accordingly; provided, that the parties hereto shall work in good faith to maintain the original intent hereof.

ARTICLE II COMPENSATION

Section 2.01 Compensation.

(a) Nature of Payments. ToroVerde agrees to pay Consultant fees for the Services as set forth on the Compensation Schedule, attached hereto as Exhibit C. All payments will be made in United States Dollars.

(b) Invoices. Consultant shall submit monthly invoices to ToroVerde setting forth the services performed and the pre-approved expenses incurred during the preceding month. All invoices will identify this Agreement by name. Consultant will send all invoices to ToroVerde at the address identified in Section 6.03. Invoices that are not properly submitted may be subject to nonpayment. Consultant will retain complete and accurate financial records related to all Services performed, including but not limited to records of related invoice calculations, and such records will be subject to inspection by ToroVerde.

(c) Failure to Make Payments. In the event that ToroVerde is unable to make any payments under this Agreement, ToroVerde shall promptly provide notice to Consultant of its inability to pay. After receiving such notice or if ToroVerde otherwise fails to make any payments under this Agreement for three (3) consecutive months, ToroVerde must provide, if requested by Consultant, financial information to verify ToroVerde's inability to pay until such time as ToroVerde has made all payments outstanding to Consultant, deferred or otherwise.

(d) Taxes and Expenses. ToroVerde shall be solely responsible for any excise, transfer, sales or similar tax with respect to its products and any of ToroVerde's other business operations. In addition, ToroVerde shall reimburse Consultant for all ordinary, necessary and properly documented expenses Consultant reasonably incurs in performing the Services under this Agreement. Consultant will submit documentation of such expenses to ToroVerde at the end of each calendar month, and payment on such expenses are due and payable on or before the fifteenth (15th) day of the following month. Any Consultant expense that exceeds ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD) shall require prior written approval from ToroVerde. Consultant shall be solely responsible for any taxes on the fees it receives in connection with the Services provided hereunder.

(e) Non-Refundable; No Deductions. Compensation and any other amounts due by ToroVerde under this Agreement, including taxes and expenses in accordance with the above Section 2.01(c), shall be non-refundable and made free and clear of, and without deduction for, any set-off, claims, taxes or withholdings of any kind.

ARTICLE III

OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

Section 3.01 General Obligations of ToroVerde.

(a) ToroVerde shall materially comply with the Regulations and all other regulations governing Cannabis Businesses in Massachusetts, as applicable, and all other applicable state and local laws and regulations other than laws and regulations the validity or applicability of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) ToroVerde shall at all times operate its facilities in good standing and supply evidence of its valid License and all other relevant licenses or registrations upon reasonable request by Consultant.

(c) ToroVerde shall ensure that Consultant is given access to ToroVerde's facilities at all times necessary for Consultant to perform its obligations and duties under this Agreement, provided such access is in compliance with the Regulations.

(d) ToroVerde shall maintain accurate books and records, including but not limited to inventory records, and shall provide Consultant with copies of such records upon request, to the extent permitted by the Regulations.

(e) ToroVerde shall maintain its facilities and equipment in optimal working condition. For purposes of this Section 3.01(e), optimal working condition shall mean that the facilities and equipment shall: (i) meet or exceed all required security and safety laws, codes and regulations; and (ii) contain sufficient and functioning equipment.

(f) ToroVerde shall be solely responsible for all reporting to, and communications with, the Commission and all relevant state governmental agencies and representatives regarding ToroVerde's business. Consultant will provide ToroVerde with all information in Consultant's possession which ToroVerde needs to make such reporting and communication.

(g) Without limiting the generality of the foregoing, ToroVerde covenants and agrees to comply at all times with (i) all applicable environmental, health and safety laws and regulations; and (ii) ToroVerde's environmental management standards or program, if any, as issued from time to time in writing.

Section 3.02 Obligations of ToroVerde Relative to Cannabis. With respect to the ToroVerde's use of any of Consultant's proprietary materials and intellectual property, and the ToroVerde's distribution and sale of Consultant-affiliated products, ToroVerde covenants and agrees with Consultant:

(a) that at all times ToroVerde shall have and maintain, in good standing, all Licenses, licenses, permits and approvals necessary and required by the Commission, the Commonwealth of Massachusetts and any local government organizations, other than Licenses, licenses, permits and approvals the validity of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) that ToroVerde shall comply with all applicable requirements of the Commission, the Commonwealth of Massachusetts and host municipality regarding regulated cannabis, including, but not limited to, all state and local laws and regulations related to storage, preparation, testing, taxation, security, employee qualifications, and equity ownership restrictions.

Section 3.03 Obligations of Consultant.

(a) In carrying out its obligations under this Agreement, Consultant, and its authorized employees and representatives, shall comply with all applicable state and local laws and regulations.

(b) Consultant shall ensure that any access to ToroVerde's facilities that may be granted to Consultant's authorized employees and representatives shall be in strict compliance with the Regulations. Consultant shall be responsible for any breaches by its employees and subcontractors, including damages, harm or violations caused by such employees and representatives, while they are in ToroVerde's facilities.

(c) Consultant shall exercise care and professionalism in performing the Services that meet or exceed industry standards for similar Services.

Section 3.04 Representations, Warranties and Acknowledgments by ToroVerde.

(a) ToroVerde is in compliance with its organizational documents and all applicable state and local laws and regulations other than laws and regulations the validity or applicability of which it is contesting in good faith or provisions of any of the foregoing with which the failure to comply cannot reasonably be expected to materially adversely affect its business.

(b) ToroVerde is duly organized, licensed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and is duly qualified, licensed and in good standing in all states in which it is doing business, and shall hereafter remain duly qualified, licensed and in good standing in the Commonwealth and in such other states in which the failure to qualify or become licensed could have a material adverse effect on the business of the ToroVerde.

(c) The execution, delivery and performance of this Agreement constitute valid and binding obligations of ToroVerde, enforceable in accordance with their terms, are within ToroVerde's powers and authority, have been duly authorized and are not in contravention of the terms of ToroVerde's charter, by-laws or other organization papers, or of any agreement or undertaking to which ToroVerde is a party. ToroVerde has obtained, or is in the process of obtaining, all Licenses required to distribute and sell cannabis pursuant to the Regulations, and will continue to maintain such Licenses in good standing.

Section 3.05 Representations, Warranties and Acknowledgments by Consultant.

(a) Consultant is duly organized, licensed, validly existing and in good standing under the laws of the State of Arizona and is duly qualified, licensed and in good standing in every other state in which it is doing business.

(b) The execution, delivery and performance of this Agreement constitute valid and binding obligations of Consultant, enforceable in accordance with their terms, are within Consultant's powers and authority, have been duly authorized and are not in contravention of law or the terms of Consultant's certificate of organization, operating agreement or other organization papers, or of any agreement or undertaking to which Consultant is a party.

Section 3.06 Indemnification. Each Party hereby agrees to defend, indemnify and hold harmless the other Party, its affiliates, and each of their respective directors, members, managers, officers, employees, and agents from and against any loss, claim, action, damage, expense or liability, including amounts previously consented to by the indemnifying Party paid in settlement or compromise of any such claim, action or demand (including defense costs and attorneys' fees) resulting from any third-party claim or suit arising out of or relating to a breach of a Party's obligations, covenants, duties, representations or warranties under this Agreement; *provided, however,* that the foregoing indemnity obligation shall not apply to the extent such claim is the

result of the willful misconduct or negligent act of the Party seeking indemnity. This provision shall survive the expiration or termination of this Agreement.

Section 3.07 Confidential Information; Exceptions.

(a) Confidential Information. Each Party acknowledges that it may be entrusted with confidential information belonging to the other Party pursuant to or otherwise in connection with this Agreement, whether marked as confidential or not, including, but not limited to strategies and plans, contracts (including this Agreement), financial information, professional fee information, salary information, policies and procedures, operational matters and practices, research and development, marketing materials, applications, manuals, nutrient formulas, soil formulas, chemical formulas, cultivation processes, know-how, trade secrets, trademarks, copyrights, patents, cannabis plant genetics and strains, business and financial records, customer lists, contractor lists and other similar information (the “**Confidential Information**”). Each Party agrees that it will: (i) maintain the other Party’s Confidential Information in a confidential manner during the term of Agreement and after the termination or expiration of this Agreement for any reason; (ii) only disclose any Confidential Information of the other Party to its directors, officers, employees and other personnel who have a need to know such information in order to carry out its duties under this Agreement or to any third persons or entities authorized in writing by the other Party to receive or use such Confidential Information, and such directors, officers, employees and other personnel shall agree to hold the Confidential Information confidential in accordance with the obligations of this Agreement; (iii) treat all Confidential Information of the other Party with the same degree of care with which it treats its own confidential information; and (iv) not use Confidential Information of the other Party for any purpose other than the purposes of this Agreement. Upon the expiration or termination of the Agreement, each Party agrees to stop using and return the other’s Confidential Information; provided, however, that the receiving Party shall be permitted to retain Confidential Information to the extent required by applicable state and local laws and regulations and pursuant to archival/back-up systems consistent with existing practices, in each case, such Confidential Information shall be held in confidence in accordance with this Section 3.07.

(b) Exceptions. Notwithstanding the provisions of Section 3.07(a), a receiving Party may disclose the other Party’s Confidential Information: (i) pursuant to a statutory and/or governmental regulation or requirement, subpoena or other legal or administrative process; (ii) which is or later becomes generally available to the public by use, publication or the like, through no fault of the receiving Party; (iii) which is obtained from a third party who had the legal right to disclose such Confidential Information to the receiving Party without obligation of confidentiality; (iv) which is in the receiving Party’s prior possession without obligation of confidentiality; or (v) which is independently discovered or developed by the receiving Party without use of Confidential Information, as evidenced by the receiving Party’s written records. In the event that either Party is required to disclose any Confidential Information pursuant to part (i) of this Section 3.07(b), the receiving Party

will give, to the extent permitted by such process, prompt notice thereof to the Party whose Confidential Information is being disclosed so that it may seek an appropriate protective order or to limit such disclosure and the Parties will reasonably cooperate with each other in the efforts to seek such a protective order or limitation.

(c) This Section 3.07 shall survive the expiration or termination of this Agreement.

ARTICLE IV

INTELLECTUAL PROPERTY

Section 4.01 Consultant Intellectual Property. ToroVerde acknowledges and agrees that it will not acquire any right in or to any expertise, work product, know-how, trade secrets, statutory and common law copyrights and intellectual property now or hereafter owned by Consultant (“**Consultant Intellectual Property**”). ToroVerde acknowledges the legal validity and commercial value of Consultant Intellectual Property, including all state and federal intellectual property registrations that Consultant owns, obtains or acquires. ToroVerde shall not, at any time, file any application for intellectual property protection with the United States Patent and Trademark Office, or with any other governmental entity, based on knowledge obtained from Consultant’s Intellectual Property.

Section 4.02 ToroVerde Intellectual Property. ToroVerde retains exclusive rights to, and ownership of, any of ToroVerde’s work product, know-how, trade secrets, statutory and common law copyrights, trademarks and other materials provided to Consultant, disclosed to Consultant, or otherwise used in connection with or in furtherance of the Services and/or this Agreement (the “**ToroVerde Intellectual Property**”). Consultant acknowledges and agrees that it will not, by virtue of this Agreement or otherwise, acquire any right in or to ToroVerde Intellectual Property. Consultant shall not, at any time, file any application for intellectual property protection with the United States Patent and Trademark Office, or with any other governmental entity, based on ToroVerde’s Intellectual Property. Consultant shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of ToroVerde’s brands, products, official label or any other existing or future ToroVerde trademarks based on ToroVerde’s Intellectual Property.

Section 4.03 IP Developed by Consultant or Jointly. The Parties agree that all intellectual property rights, titles and interests in and to all of the products conceived, created, developed or produced by Consultant for ToroVerde or jointly by the Parties in connection with and during the performance of this Agreement, including licenses, copyrights, trademarks, patents and all other intellectual property rights, shall be considered “work made for hire” and shall become the exclusive property of ToroVerde. Consultant may use, distribute, market, license or sell such products with the prior written consent of ToroVerde. Nothing in this Section 4.03 shall confer any right in Consultant’s Intellectual Property to ToroVerde.

Section 4.04 Termination of IP Rights. Upon the expiration or termination of the Agreement, each Party agrees to return, and cease to use, the other's intellectual property as soon as practicably possible. This provision shall survive the expiration or termination of this Agreement.

Section 4.05 Injunctive Relief. Each Party acknowledges that one Party's breach or threatened breach of this Article IV will result in immediate and irreparable damage to the other Party for which money damages alone would be inadequate to compensate the other Party. Therefore, in the event of a breach or threatened breach of this Article IV by one Party, the other Party may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach, continued breach or threatened breach of this Article IV or compel specific performance of this Agreement. In the event of any breach or threatened breach of this Article IV by one Party or infringement of any rights of one Party, the other Party shall reimburse the breaching Party for its reasonable attorney's fees and other related expenses if it is determined that the breaching Party has in fact breached this Agreement pursuant to the dispute resolution procedures in Section 6.11 or by a court of competent jurisdiction.

Section 4.06 Limitation of Remedies. Notwithstanding any provision of this Agreement to the contrary, Consultant agrees that Consultant's rights and remedies following ToroVerde's default, breach, surrender or any other failure to perform under this Agreement shall not include seizure of assets protected by St. 2016, ch. 334, St. 2017, ch. 55, G.L. c. 94G, all as amended or replaced, and all regulations and applicable local laws promulgated pursuant thereto (i.e. any product containing any amount of cannabis). Consultant shall not be entitled to a repayment or remedy that provides Consultant inventory of ToroVerde that contains any amount of cannabis, in any form, whether flower or infused product. Consultant hereby forfeits any such remedy. In addition, Consultant hereby understands and agrees that a License, whether provisional or final, is nontransferable, and may not be assigned or transferred without prior approval from the Commission. Consultant agrees that ToroVerde's License is not an asset that may be seized by Consultant or available as a remedy for ToroVerde's default, breach or other failure to perform under this Agreement.

ARTICLE V

TERM AND TERMINATION

Section 5.01 Term. The term of this Agreement shall be for five (5) years unless terminated earlier as expressly provided herein.

Section 5.02 Renewal. This Agreement shall automatically renew for successive one (1) year terms, unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the current term.

Section 5.03 Compliance. During the term of this Agreement, Consultant and ToroVerde will, at all times, comply with all applicable laws and regulations of the Commonwealth of Massachusetts, including, without limitation, St. 2016, ch. 334, St. 2017, ch.

55, G.L. c. 94G, all as amended or replaced, and all regulations and applicable local laws promulgated thereunder, and conduct themselves in accordance with the highest standards of ethical and business behavior in connection with this Agreement.

Section 5.04 Termination. Either Party may terminate this Agreement “For Cause” after providing the other Party sixty (60) days’ written notice. For purposes of this provision, “For Cause” shall include: (i) a material breach of this Agreement by the other Party that remains uncured for thirty (30) days after written notice thereof; (ii) notice by any applicable state regulatory authorities that this Agreement must be terminated; (iii) violation of any material state law or regulation by a Party, if the violating Party fails to cure such violation within thirty (30) days that it, or one of its agents or representatives, received written notice of such violation by a state regulatory authority; (iv) ToroVerde’s loss of its License and inability to re-obtain its License within one hundred and twenty (120) days; (v) the inability of either Party to perform under the Agreement due to bankruptcy or receivership; or (vi) either Party being named as a defendant in a federal prosecution or action related to the Controlled Substances Act. Notwithstanding the foregoing, Consultant may terminate the Agreement for convenience and without cause upon ninety (90) days written notice to the ToroVerde.

Section 5.05 Effect of Termination. Upon termination of this Agreement for any reason, all uncontested compensation, fees, and expenses due to Consultant in connection with Services provided before the date of termination shall become immediately due and payable to Consultant, unless termination is due to a breach of this Agreement by Consultant, in which case all compensation, fees and expenses due will be determined and paid in accordance with the dispute resolution procedures set forth in Section 6.11. Should Consultant determine that any of the Services will subject Consultant to unintended or undesirable tax consequences or require Consultant to register as a ME, Consultant may cease to provide such Services and terminate such Services from this Agreement with ten (10) days written notice. Consultant will continue to provide any Services to ToroVerde which have not been terminated.

ARTICLE VI MISCELLANEOUS

Section 6.01 Expansion of Business. Should ToroVerde or an affiliated entity expand its business then all applicable Services shall be extended to applicable expansions and the Parties shall in good faith enter into a Statement of Work to consider additional compensation due.

Section 6.02 Relationship of Parties. This Agreement establishes an independent contractor relationship between Consultant and ToroVerde and all the terms and conditions of this Agreement shall be interpreted in light of that relationship. Consultant shall be solely responsible for determining the method, details and means of performing the Services to be provided hereunder in accordance with the terms of this Agreement. Employees, subcontractors, partners and agents of Consultant are not and shall not be employees of ToroVerde unless specifically designated as such, and ToroVerde shall have no obligation or liability with respect to payroll taxes and wage and hour or employment laws with respect to such persons. Consultant shall not have any authority

to enter into any agreement or obligation on behalf of the ToroVerde without the ToroVerde's prior written consent. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, agency relationship, employee-employer relationship or association, or render the Parties liable as partners, co-venturers, agents, principals, employers or employees. It is the intention of the Parties that nothing contained in this Agreement shall (i) provide either Party direct or indirect control of the other Party or its operations, (ii) provide either Party the right to control or authority to make decisions on behalf of the other Party, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, (iii) create any interest or power that provides, or otherwise in any manner whatsoever provide to, either Party the ability to exercise a significant influence over the management, operations or finances, of the other Party or its operations, in each case, in accordance with applicable state and local laws and regulations. Each Party shall be solely responsible for and shall maintain exclusive control, authority, interest, power and significant influence over its decision-making in all respects.

Section 6.03 Notice. Any notice or communication to be given under the terms of this Agreement shall be in writing and shall be personally delivered or sent by e-mail, overnight delivery, or registered or certified mail, return receipt requested. Notice shall be effective: (i) if personally delivered, when delivered; (ii) if by e-mail, on the day of transmission thereof; (iii) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service, delivery charges prepaid; and (iv) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid. Notices sent by mail or courier shall be addressed as follows:

If to Consultant: Harvest Mass Holding I, LLC
1155 W. Rio Salado Parkway, Suite 201
Tempe, AZ 85281
Attn: Steven White
steve@harvestinc.com

With Copies to: Harvest Mass Holding I, LLC
1155 W. Rio Salado Parkway, Suite 201
Tempe, AZ 85281
Attn: Doug Wood
dwood@harvestinc.com

If to ToroVerde: ToroVerde (Massachusetts), Inc., ToroVerde (Massachusetts) II, Inc. and ToroVerde (Massachusetts) III, Inc.
c/o EvansCutler Attorneys
90 Conz Street
Northampton, MA 01060
Attn: William Beetz
billybeetz.toroverdemass@gmail.com

With Copies to: Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, MA 02210
Attn: David M. Ullian
david@vicentesederberg.com

Section 6.04 Assignment. Other than as explicitly provided for in this Agreement, this Agreement may not be assigned by either Party without the other's prior written consent, and any such attempted assignment shall be void and of no effect.

Section 6.05 Subcontractors. Consultant may hire or employ subcontractors to perform certain tasks associated with Consultant's obligations under this Agreement; *provided, however*, that all subcontractors must pass all required background checks and comply with the Regulations and applicable laws. Any subcontractors hired or employed by Consultant must agree to be bound by Consultant's confidentiality and other obligations hereunder and Consultant shall be responsible for any damage, harm or violations caused by such subcontractors.

Section 6.06 Regulatory Approval. The validity and enforceability of this Agreement may be contingent upon approval by the Commission. In the event that the Commission provides notice at any time that this Agreement must be reformed to be valid, the Parties will negotiate in good faith to conform this Agreement based on any guidance provided and to conform to the original intent to the Parties as closely as possible.

Section 6.07 Severability. Should any one or more of the provisions contained in this Agreement be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein; *provided, however*, that this Agreement is subject to revisions and approval by the Commission pursuant to the above Section 6.06.

Section 6.08 Waiver of Breach. A waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent or different breach by the other Party.

Section 6.09 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile government action, civil commotion, fire or other casualty beyond the control of the Party obligated to perform shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

Section 6.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any principles of conflicts of law that would cause the application of laws of any jurisdiction other than the Commonwealth of Massachusetts. The Parties expressly waive any defense to enforcement of the terms or conditions of this Agreement based upon federal law.

Section 6.11 Dispute Resolution. Except for any immediate action for injunctive relief by Consultant pursuant to Section 4.05, if there is any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Section 6.11, the Party claiming a dispute will serve notice on the other Party in accordance with the above Section 6.03. The Parties will first attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director, officer or other authorized representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute, then the remaining provisions of this Section 6.11 shall apply. Following such fourteen (14) day period attempt to resolve the dispute, the Parties agree to promptly participate in at least four (4) hours of mediation. The Parties agree to share equally in the costs of the mediation. Mediation involves each side of a dispute meeting with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the Parties. In the event that good faith attempts of resolution and mediation fail to provide a reasonably agreeable resolution to the dispute, resolution of the dispute shall be determined by arbitration in Boston, Massachusetts before a single arbitrator. The arbitration shall be administered by the American Arbitration Association or by an arbitrator (or arbitration company) that provides services to the cannabis industry, as jointly determined by the Parties. The costs associated with the arbitration shall be evenly split between the Parties. The arbitrator has the power to grant legal and equitable remedies, including the fees for the arbitration, but shall not grant punitive damages. The arbitrator shall apply the laws of the Commonwealth of Massachusetts only. Judgment on the award may be entered in any court in and for the Commonwealth of Massachusetts. The arbitration proceedings and results are to be confidential except the Parties may disclose the outcome of the arbitration when required under applicable law. **THE PARTIES ACKNOWLEDGE THAT THEY ARE IRREVOCABLY WAIVING THE RIGHT TO A TRIAL IN COURT, INCLUDING A TRIAL BY JURY AND THAT ALL RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY.**

Section 6.12 Entire Agreement. This Agreement, including the Exhibits hereto and the Statements of Work, is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties in respect of the subject matter contained herein. This Agreement nullifies, replaces and supersedes all other agreements between the Parties and/or their officers, directors, members, managers, parent corporations, and subsidiaries relating to the subject matter contained herein.

Section 6.13 Amendments. This Agreement, including the Exhibits hereto and the Statements of Work, may be amended only in writing signed by both ToroVerde and Consultant.

Section 6.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns, pursuant to this Agreement.

Section 6.15 No Presumption Against Any Party. Each Party has been represented by legal counsel of its own choosing. This Agreement has been negotiated and reviewed by the Parties and their respective counsels and any uncertainty or ambiguity herein shall not be construed or resolved using any presumption against any Party, whether under any rule of construction or otherwise.

Section 6.16 Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which will be deemed an original.

Section 6.17 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR TOROVERDE, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[SIGNATURE PAGE FOLLOWS]

* * * * *

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first set forth above.

HARVEST MASS HOLDING I, LLC


By: Steve White

Its: Chief Executive Officer

**TOROVERDE (MASSACHUSETTS),
INC.**


By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) II,
INC.**


By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) III,
INC.**


By: William Beetz

Its: President and Chief Executive Officer

EXHIBIT A

DESCRIPTION OF SERVICES

1. Services.

a. *Consultation Services.*

- i. Comprehensive business, financial and operational consulting services.
- ii. Real estate consulting services
- iii. Assist with License Application preparation
- iv. Assistance with strategic planning, including financial planning and analysis, development of cash flow projections, budgets and financial reports.
- v. Assistance with the development of business strategies, including pricing, product development, retail and production operations, and introduction of opportunities for partnerships and mergers .
- vi. Assistance with oversight of accounting, tax management, accounts receivable processing, accounts payable processing and employee benefits administration.
- vii. Assistance with human resources administration, including staffing, recruiting, hiring, discipline, termination, maintaining required employment records, and developing and maintaining an employee handbook from time to time.
- viii. Third party vendor management.
- ix. SOP manuals for all business operations.
- x. Training of administrative employees and ongoing monthly operations meetings.
- xi. Oversight, maintenance and support of IT systems, including seed to sale tracking system.
- xii. Advice regarding corporate branding, including consultation and advice on design, development and maintenance of an interactive website.
- xiii. Regulatory compliance audits, analysis and consultations utilizing state-of-the-art compliance software.
- xiv. Assistance with identifying and hiring legal counsel, accountants and other professionals from time to time.

- xv. Assistance in obtaining and maintaining a bank account.
 - xvi. Assistance with regulatory filings, including, but not limited to, quarterly reports, regulatory compliance audits and analysis.
 - xvii. Assistance in connection with Board of Director business, such as Board meetings, notices, agenda and minutes for such meetings.
 - xviii. Administrative services to the ToroVerde as reasonably requested from time to time.
 - xix. Consulting services in connection with government relations, public relations and marketing strategies.
- b. *Equipment and Facility Design.* Consultant will review equipment specifications to ensure that the equipment selected by ToroVerde is adequate for ToroVerde's operations. Consultant will assist with delivery and installation of equipment and will optimize the equipment. Consultant will consult with ToroVerde on decisions made by ToroVerde's team for the selection of the equipment so that ToroVerde benefits from Consultant's industry experience in the selection, acquiring, installation and operation of equipment.
2. Locations. The Services described in this Exhibit A shall be for all locations of ToroVerde licensed by the Commission.

EXHIBIT B

STATEMENT OF WORK

This Statement of Work (this “**Statement of Work**”) is entered into in connection with that certain Consulting Agreement, dated the ____ day of _____, 2019 (the “**Consulting Agreement**”), between **HARVEST MASS HOLDING I, LLC**, an Arizona limited liability company (“**Consultant**”), **TOROVERDE (MASSACHUSETTS), INC.**, a Massachusetts business corporation, **TOROVERDE (MASSACHUSETTS) II, INC.**, a Massachusetts business corporation, and **TOROVERDE (MASSACHUSETTS) III, INC.**, a Massachusetts business corporation (collectively, “**ToroVerde**”). ToroVerde and Consultant are collectively referred to herein as the “**Parties**,” and individually as a “**Party**.” This Statement of Work is automatically incorporated into the Consulting Agreement. Terms not defined in this Statement of Work shall have the meanings given to them in the Consulting Agreement.

Section 1 Services. During the term of this Statement of Work, in addition to the Services, Consultant shall provide the Services, as described in Exhibit A of the Consulting Agreement, Consultant shall provide the following services:

[INSERT SERVICES]

The Services listed above shall be deemed to be automatically incorporated into the definition of Services in the Consulting Agreement.

Section 2 Fees. In exchange for Services set forth in this Statement of Work, the ToroVerde shall pay Consultant fees set forth in the Consulting Agreement.

Section 3 Term. The term of this Statement of Work shall begin on the date first set forth above and shall end on the ____ day of _____, 201__.

Section 4 General Provisions.

- (a) Consultant agrees that payments hereunder are subordinate to other debts of ToroVerde, including but not limited to standard operational expenses, reasonable operating reserves, salaries, debt payments, taxes, fees to the Commission and payments for leases which are not part of the Services.
- (b) The fees contemplated on this Statement of Work shall be the full and complete payments owed to Consultant for the Services provided to ToroVerde pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

* * * * *

IN WITNESS WHEREOF, the Parties have duly executed this Statement of Work effective as of the date first set forth above.

HARVEST MASS HOLDING I, LLC

By: Steve White

Its: Chief Executive Officer

**TOROVERDE (MASSACHUSETTS),
INC.**

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) II,
INC.**

By: William Beetz

Its: President and Chief Executive Officer

**TOROVERDE (MASSACHUSETTS) III,
INC.**

By: William Beetz

Its: President and Chief Executive Officer

EXHIBIT C

COMPENSATION SCHEDULE

1. Compensation for the Services

a. *Services.* The fees for the Services performed by Consultant is as follows:

i. ToroVerde shall pay Consultant Five Thousand United States Dollars (\$5,000.00) by the fifth calendar day of each month following the execution of this Agreement.

b. *Expenses.* For all expenses incurred by Consultant in connection with its performance of Services, ToroVerde shall pay Consultant expenses in accordance with this Agreement.

2. Payment Start Date. Payments for the Services provided in Exhibit A shall begin one (1) month after the execution of this Agreement and continue on a monthly basis thereafter throughout the Term of this Agreement.

ATTESTATION EXPLAINING RELATIONSHIP BETWEEN HARVEST, INC AND/OR HARVEST HEALTH & RECREATION AND TOROVERDE (MASSACHUSETTS) II, INC.

I, William Beetz, the President and Chief Executive Officer of ToroVerde (Massachusetts) II, Inc. ("ToroVerde (Massachusetts) II"), hereby certify and attest that the following information is true and correct:

1. ToroVerde (Massachusetts) II has executed a Consulting Agreement with Harvest Mass Holding I, LLC ("HMHI") pursuant to which HMHI will provide a range of business and operational services to ToroVerde (Massachusetts) II on a consultant basis. HMHI is a wholly-owned subsidiary of Harvest Health & Recreation, Inc. ("HHR"), which is a Canadian corporation publicly traded on the Canadian Securities Exchange.¹ HMHI also provides similar consulting services to certain Massachusetts affiliates of ToroVerde (Massachusetts) II.

As set forth in the Consulting Agreement, ToroVerde (Massachusetts) II will maintain exclusive authority, control and possession of its business and will be solely responsible for decision-making regarding all aspects of its business, including, but not limited to, the products and facilities owned by ToroVerde (Massachusetts) II or under ToroVerde (Massachusetts) II, Inc.'s control, inclusive of all related inventories. Under this consulting relationship, HMHI: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) II or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts) II, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts) II, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) II that enables HMHI to exercise a significant influence over the management, operations or finances, of ToroVerde (Massachusetts) II or its operations.

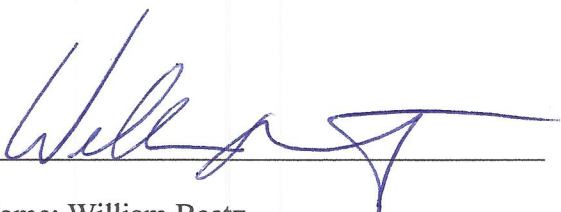
2. Harvest Enterprises, Inc. ("Harvest Enterprises"), which is also a wholly-owned subsidiary of HHR, holds a 5% ownership interest in ToroVerde, Inc., a Canadian corporation ("TVI"). TVI does not directly or indirectly own or hold any ownership interest in ToroVerde (Massachusetts) II, but TVI indirectly provides capital resources to ToroVerde (Massachusetts) II pursuant to a Revolving Loan Agreement between TVI and Nallim Capital Inc., which is the 100% owner/ultimate parent company of ToroVerde (Massachusetts) II. In addition to serving as the capital resources lender for ToroVerde (Massachusetts) II, TVI also serves as the Lease Guarantor for ToroVerde (Massachusetts) II's Lease Agreement in Greenfield, MA.

Under the Revolving Loan Agreement and as Lease Guarantor, TVI: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) II or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts) II, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts) II, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) II that enables TVI to exercise a

¹ Harvest, Inc. was formerly a wholly-owned subsidiary entity of Harvest Health & Recreation, Inc., but as a result of corporate restructuring, Harvest, Inc. is no longer a relevant entity.

significant influence over the management, operations or finances, of ToroVerde (Massachusetts) II or its operations.

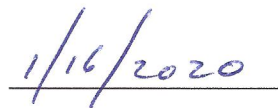
Harvest Enterprises is simply a minority shareholder of TVI, and as such, Harvest Enterprises: (i) will not have any direct or indirect control over ToroVerde (Massachusetts) II or its operations; (ii) will not have the ability to execute contracts on behalf of ToroVerde (Massachusetts) II, (iii) will not have the right to control or authority to make decisions on behalf of ToroVerde (Massachusetts) II, including regarding operations and strategic planning, capital allocations, acquisitions and divestments, or major marketing, production or financial decisions, or appointment or removal of directors or officers; and (iv) will not have any relevant managerial, operational, or financial interest in the business of ToroVerde (Massachusetts) II that enables Harvest Enterprises to exercise a significant influence over the management, operations or finances, of ToroVerde (Massachusetts) II or its operations.



Name: William Beetz

Title: President and Chief Executive Officer

Entity: ToroVerde (Massachusetts) II, Inc.



Date

PLAN FOR OBTAINING LIABILITY INSURANCE

ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. ToroVerde will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, ToroVerde will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. ToroVerde will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Diversity Plan Toroverde II

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+

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 20% or more women and or veterans in retail 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- in diverse media with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans 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 women and or veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and or veterans been offered opportunities to engage in shadow training?
6. How many women and veterans 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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a ToroVerde agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

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

QUALITY CONTROL AND TESTING

Quality Control

ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) will comply with the following sanitary requirements:

1. Any ToroVerde agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any ToroVerde agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. ToroVerde’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in ToroVerde’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. ToroVerde’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. ToroVerde will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. ToroVerde’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. ToroVerde’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. ToroVerde’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. ToroVerde will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. ToroVerde acknowledges and understands that the Commission may require ToroVerde to demonstrate the intended and actual use of any toxic items found on ToroVerde’s premises;

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

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

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

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

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

Testing

ToroVerde will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by ToroVerde for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of ToroVerde's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of ToroVerde's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

ToroVerde's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. ToroVerde acknowledges and understands that the Commission may require additional testing.

ToroVerde's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both ToroVerde and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

ToroVerde will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. ToroVerde acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of ToroVerde's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12),

either by the Independent Testing Laboratory returning excess marijuana to ToroVerde for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) will securely maintain personnel records, including registration status and background check records. ToroVerde will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with ToroVerde and will include, at a minimum, the following:

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for ToroVerde will undergo a detailed background investigation prior to being granted access to a ToroVerde facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for ToroVerde pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, ToroVerde will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, ToroVerde will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, ToroVerde will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by ToroVerde or the Commission.

Personnel Policies and Training

As outlined in ToroVerde's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All ToroVerde agents are required to complete training as detailed in ToroVerde's Qualifications and Training plan which includes but is not limited to ToroVerde's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

ToroVerde will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to ToroVerde operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- **Corporate Records**

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

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over ToroVerde.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with ToroVerde and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - ToroVerde will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - ToroVerde will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
 - ToroVerde will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, ToroVerde will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by ToroVerde for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within ToroVerde's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, ToroVerde will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two ToroVerde agents present during the disposal or other handling, with their signatures. ToroVerde will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if ToroVerde is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - ToroVerde will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Vehicle Records (as applicable)
 - Records that any and all of ToroVerde's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - ToroVerde shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event ToroVerde closes, all records will be kept for at least two (2) years at ToroVerde's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, ToroVerde will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to ToroVerde's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of ToroVerde's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to ToroVerde operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of ToroVerde, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on ToroVerde's website.
- Policies and procedures for the handling of cash on ToroVerde premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - ToroVerde shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over ToroVerde.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If ToroVerde determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - ToroVerde shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of ToroVerde’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A ToroVerde Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by ToroVerde or by a third-party vendor engaged by the ToroVerde. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All ToroVerde Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

ToroVerde Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting ToroVerde Agents which shall include:
 - Conduct of ToroVerde Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

ToroVerde will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. ToroVerde’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each ToroVerde Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for ToroVerde to maintain designation as a Responsible Vendor. Once the ToroVerde Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

ToroVerde (Massachusetts) II, Inc. (“ToroVerde”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. ToroVerde will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

ToroVerde is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, ToroVerde will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

ToroVerde is in the process of considering opportunities for renewable energy generation (including wind and solar options). ToroVerde’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although ToroVerde may reconsider at a future date. ToroVerde will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

ToroVerde is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, ToroVerde will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

ToroVerde also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify

other potential energy saving programs and initiatives. ToroVerde will also coordinate with its utility companies to explore any energy efficiency options available to ToroVerde.