



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282036
Original Issued Date: 07/26/2021
Issued Date: 07/26/2021
Expiration Date: 07/26/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pleasantrees, Inc.

Phone Number: 203-491-0091 Email Address: littleharborcanopy@gmail.com

Business Address 1: 422 Amity Street

Business Address 2:

Business City: Amherst

Business State: MA

Business Zip Code: 01002

Mailing Address 1: 195 Northampton Street

Mailing Address 2:

Mailing City: Easthampton

Mailing State: MA

Mailing Zip Code: 01027

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201924

RMD INFORMATION

Name of RMD: Pleasantrees, Inc. (FKA Herbology Group, Inc.)

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 50
40

Role: Director

Other Role: Director on the Two-Member Board of Directors, Chief Executive Officer, Chief

Operating Officer, President, and Secretary

First Name: Jane

Last Name: Hawman

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of

Percentage Of Control: 50

Ownership: 18.2

Role: Director

Other Role: Treasurer and Director on Pleasantrees' Two-Member Board of Directors; 100% Owner and Sole Managing Member of SRB Enterprises, LLC; Chief Executive Officer and Controlling Manager of Emerald Growth Partners, LLC

First Name: Randall

Last Name: Buchman

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 14.3

Percentage Of Control:

Role: Other (specify)

Other Role: Owner and Sole Managing Member of Bowery Michigan, LLC

First Name: Thomas

Last Name: Neary

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Manager of Emerald Growth Partners LLC

First Name: Jacqueline

Last Name: Hodes

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Manager of Emerald Growth Partners LLC

First Name: Benjamin

Last Name: Sobczak

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Manager of Emerald Growth Partners LLC

First Name: Daniel

Last Name: Crittenden

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: 60	Percentage of Ownership: 60		
Entity Legal Name: PBM Enterprises LLC	Entity DBA:	DBA City:	
Entity Description: Delaware Limited Liability Company			
Foreign Subsidiary Narrative:			
Entity Phone: 305-340-1556	Entity Email: dc@enjoypleasantrees.com	Entity Website:	
Entity Address 1: 195 Northampton Street	Entity Address 2:		
Entity City: Easthampton	Entity State: MA	Entity Zip Code: 01027	
Entity Mailing Address 1: 195 Northampton Street	Entity Mailing Address 2:		
Entity Mailing City: Easthampton	Entity Mailing State: MA	Entity Mailing Zip Code: 01027	
Relationship Description: PBM Enterprises LLC is a holding company for investment interest and is the 60 percent shareholder of Pleasantrees, Inc.			

Entity with Direct or Indirect Authority 2

Percentage of Control: 60	Percentage of Ownership: 60		
Entity Legal Name: Emerald Growth Partners, LLC	Entity DBA:	DBA City:	
Entity Description: Michigan Limited Liability Company			
Foreign Subsidiary Narrative:			
Entity Phone: 582-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website:	
Entity Address 1: 41900 Executive Drive	Entity Address 2:		
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045	
Entity Mailing Address 1: 41900 Executive Drive	Entity Mailing Address 2:		
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045	
Relationship Description: Emerald Growth Partners, LLC is the sole member of PBM Enterprises, LLC. Randall Buchman is the Chief Executive Officer and Controlling Manager.			

Entity with Direct or Indirect Authority 3

Percentage of Control: 14.3	Percentage of Ownership: 14.3		
Entity Legal Name: Bowery Michigan LLC	Entity DBA:	DBA City:	
Entity Description: Florida Limited Liability Company			
Foreign Subsidiary Narrative:			
Entity Phone: 305-542-4561	Entity Email: tneary@boweryproperties.com	Entity Website:	
Entity Address 1: 335 NE 59 Terrace	Entity Address 2:		
Entity City: Miami	Entity State: FL	Entity Zip Code: 33137	

Entity Mailing Address 1: 335 NE 59 Terrace		Entity Mailing Address 2:
Entity Mailing City: Miami	Entity Mailing State: FL	Entity Mailing Zip Code: 33137

Relationship Description: Bowery Michigan LLC maintains 23.9% of the membership interests of Emerald Growth Partners, LLC. Thomas Neary is the sole owner and managing member of Bowery Michigan LLC.

Entity with Direct or Indirect Authority 4

Percentage of Control: 18.2	Percentage of Ownership: 18.2	
Entity Legal Name: SRB Enterprises, LLC	Entity DBA:	DBA City:
Entity Description: Michigan Limited Liability Company		
Foreign Subsidiary Narrative:		
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website:
Entity Address 1: 49050 Woodward Ave	Entity Address 2: Suite 130	
Entity City: Bloomfield Hills	Entity State: MI	Entity Zip Code: 48304
Entity Mailing Address 1: 49050 Woodward Ave	Entity Mailing Address 2: Suite 130	
Entity Mailing City: Bloomfield Hills	Entity Mailing State: MI	Entity Mailing Zip Code: 48304
Relationship Description: SRB Enterprises, LLC holds 30.4 percent of the membership interests of Emerald Growth Partners, LLC. Randall Buchman is the sole owner and managing member.		

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: April	Last Name: Hawman	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Hawman is the Chief Administrative Officer for Pleasantrees, Inc.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Emerald Growth Partners LLC	Entity DBA:	
Email: rjb@emeraldgrowthpartners.com	Phone: 586-942-4944	
Address 1: 41900 Executive Drive	Address 2:	
City: Harrison Twp	State: MI	Zip Code: 48045
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$25000
		Percentage of Initial Capital: 100
Capital Attestation: Yes		

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Thomas	Owner Last Name: Neary	Owner Suffix:
Entity Legal Name: RJB Enterprises, LLC	Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan		

Date generated: 02/01/2022

Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website: https:// www.enjoypleasantrees.com/
Entity Address 1: 41900 Executive Drive	Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045 Entity Country: US
Entity Mailing Address 1: 41900 Executive Drive	Entity Mailing Address 2:	
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045 Entity Mailing Country: US

Business Interest in Other State 2

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

Owner First Name: Randall		Owner Last Name: Buchman		Owner Suffix:	
Entity Legal Name: RJB Enterprises, LLC				Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan					
Entity Phone: 586-942-4944		Entity Email: rjb@emeraldgrowthpartners.com		Entity Website: https://www.enjoypleasantrees.com/	
Entity Address 1: 41900 Executive Drive				Entity Address 2:	
Entity City: Harrison Township		Entity State: MI		Entity Zip Code: 48045	
Entity Mailing Address 1: 41900 Executive Drive				Entity Mailing Address 2:	
Entity Mailing City: Harrison Township		Entity Mailing State: MI		Entity Mailing Zip Code: 48045	
				Entity Country: US	
				Entity Mailing Country: US	

Business Interest in Other State 3

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

Owner First Name: Bowery	Owner Last Name:	Owner Suffix:	
Michigan LLC			
Entity Legal Name: RJB Enterprises, LLC		Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan			
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website: https://www.enjoypleasantrees.com/	
Entity Address 1: 41900 Executive Drive		Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045	Entity Country: US
Entity Mailing Address 1: 41900 Executive Drive		Entity Mailing Address 2:	
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045	Entity Mailing Country: US

Business Interest in Other State 4

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

Owner First Name: SRB	Owner Last Name:	Owner Suffix:	
Enterprises LLC			
Entity Legal Name: RJB Enterprises, LLC		Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan			
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website: https:// www.enjoypleasantrees.com/	
Entity Address 1: 41900 Executive Drive		Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045	Entity Country: US
Entity Mailing Address 1: 41900 Executive Drive		Entity Mailing Address 2:	

Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045	Entity Mailing Country: US
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Business Interest in Other State 5

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

Owner First Name: Jacqueline	Owner Last Name: Hodes	Owner Suffix:
Entity Legal Name: RJB Enterprises, LLC	Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan		
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website:
Entity Address 1: 41900 Executive Drive	Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045
Entity Mailing Address 1: 41900 Executive Drive	Entity Mailing Address 2:	
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045
		Entity Mailing Country: USA

Business Interest in Other State 6

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

Owner First Name: Daniel	Owner Last Name: Crittenden	Owner Suffix:
Entity Legal Name: RJB Enterprises, LLC	Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan		
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website:
Entity Address 1: 41900 Executive Drive	Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045
Entity Mailing Address 1: 41900 Executive Drive	Entity Mailing Address 2:	
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045
		Entity Mailing Country: USA

Business Interest in Other State 7

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

Owner First Name: Benjamin	Owner Last Name: Sobczak	Owner Suffix:
Entity Legal Name: RJB Enterprises, LLC	Entity DBA: Pleasantrees	
Entity Description: Michigan Limited Liability Company that holds Medical and Adult-Use licenses in Michigan		
Entity Phone: 586-942-4944	Entity Email: rjb@emeraldgrowthpartners.com	Entity Website:
Entity Address 1: 41900 Executive Drive	Entity Address 2:	
Entity City: Harrison Township	Entity State: MI	Entity Zip Code: 48045
Entity Mailing Address 1: 41900 Executive Drive	Entity Mailing Address 2:	
Entity Mailing City: Harrison Township	Entity Mailing State: MI	Entity Mailing Zip Code: 48045
		Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jane	Last Name: Hawman	Suffix:
Marijuana Establishment Name: Pleasantrees, Inc.	Business Type: Marijuana Retailer	

Marijuana Establishment City: Easthampton		Marijuana Establishment State: MA			
Individual 2					
First Name: Jane		Last Name: Hawman		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Greenfield		Marijuana Establishment State: MA			
Individual 3					
First Name: Randall		Last Name: Buchman		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Easthampton		Marijuana Establishment State: MA			
Individual 4					
First Name: Randall		Last Name: Buchman		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Greenfield		Marijuana Establishment State: MA			
Individual 5					
First Name: Thomas		Last Name: Neary		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Easthampton		Marijuana Establishment State: MA			
Individual 6					
First Name: Thomas		Last Name: Neary		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Greenfield		Marijuana Establishment State: MA			
Individual 7					
First Name: April		Last Name: Hawman		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Greenfield		Marijuana Establishment State: MA			
Individual 8					
First Name: April		Last Name: Hawman		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Easthampton		Marijuana Establishment State: MA			
Individual 9					
First Name: Benjamin		Last Name: Sobczak		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Greenfield		Marijuana Establishment State: MA			
Individual 10					
First Name: Benjamin		Last Name: Sobczak		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			
Marijuana Establishment City: Easthampton		Marijuana Establishment State: MA			
Individual 11					
First Name: Jacqueline		Last Name: Hodes		Suffix:	
Marijuana Establishment Name: Pleasantrees, Inc.		Business Type: Marijuana Retailer			

Marijuana Establishment City: Greenfield	Marijuana Establishment State: MA
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Individual 12

First Name: Jacqueline	Last Name: Hodes	Suffix:
Marijuana Establishment Name: Pleasantrees, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Easthampton	Marijuana Establishment State: MA	

Individual 13

First Name: Daniel	Last Name: Crittenden	Suffix:
Marijuana Establishment Name: Pleasantrees, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Greenfield	Marijuana Establishment State: MA	

Individual 14

First Name: Daniel	Last Name: Crittenden	Suffix:
Marijuana Establishment Name: Pleasantrees, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Easthampton	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 422 Amity Street	
Establishment Address 2:	
Establishment City: Amherst	Establishment Zip Code: 01002
Approximate square footage of the establishment: 4500	How many abutters does this property have?: 11
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	Herbology - CCC Certification.pdf	pdf	5c0dd37a145bca17a1f4c3bf	12/09/2018
Community Outreach Meeting Documentation	Herbology - Community Outreach - Attestation and Attachment A.pdf	pdf	5c1046fceb94e1fc00f0d6	12/11/2018
Community Outreach Meeting Documentation	Herbology - CO - Attachment B:C.pdf	pdf	5c1047067579041fd5c684e3	12/11/2018
Plan to Remain Compliant with Local Zoning	Pleasantrees - Local Zoning.pdf	pdf	6047c77e93441135c0c32f63	03/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Pleasantrees - PIP.pdf	pdf	608727518f80610756a10006	04/26/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director **Other Role:** Director on the Two-Member Board of Directors, Chief Executive Officer, Chief Operating Officer, President, and Secretary

First Name: Jane **Last Name:** Hawman **Suffix:**

RMD Association: RMD
Owner

Background Question: no

Individual Background Information 2

Role: Director **Other Role:** Treasurer and Director on Pleasantrees' Two-Member Board of Directors; Chief Executive Officer and Controlling Manager of Emerald Growth Partners, LLC; 100 percent Owner and Sole Managing Member of SRB Enterprises, LLC

First Name: Randall **Last Name:** Buchman **Suffix:**

RMD Association:
RMD Owner

Background Question: no

Individual Background Information 3

Role: Other (specify) **Other Role:** Owner and Sole Managing Member of Bowery Michigan, LLC

First Name: Thomas **Last Name:** Neary **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: Employee **Other Role:** Chief Administrative Officer

First Name: April **Last Name:** Hawman **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Manager of Emerald Growth Partners LLC

First Name: Benjamin **Last Name:** Sobczak **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 6

Role: Other (specify) **Other Role:** Manager of Emerald Growth Partners LLC

First Name: Jacqueline **Last Name:** Hodes **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 7

Role: Other (specify) **Other Role:** Manager of Emerald Growth Partners LLC

First Name: Daniel **Last Name:** Crittenden **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:

Entity Legal Name: Emerald Growth Partners LLC

Entity DBA:

Entity Description: Michigan Limited Liability Company

Phone: 586-942-4944

Email: rjb@emeraldgrowthpartners.com

Primary Business Address 1: 41900 Executive Drive

Primary Business Address 2:

Primary Business City: Harrison TWP

Primary Business State: MI

Principal Business Zip Code: 48045

Additional Information:

Entity Background Check Information 2

Role: Parent Company

Other Role:

Entity Legal Name: PBM Enterprises LLC

Entity DBA:

Entity Description: Delaware Limited Liability Company

Phone: 305-340-1556

Email: dc@enjoypleasanttrees.com

Primary Business Address 1: 195 Northampton Street

Primary Business Address 2:

Primary Business City: Easthampton

Primary Business State: MA

Principal Business Zip Code: 01027

Additional Information:

Entity Background Check Information 3

Role: Parent Company

Other Role:

Entity Legal Name: Bowery Michigan LLC

Entity DBA:

Entity Description: Florida Limited Liability Company

Phone: 305-542-4561

Email: tneary@boweryproperties.com

Primary Business Address 1: 335 NE 59 Terrace

Primary Business Address 2:

Primary Business City: Miami

Primary Business State: FL

Principal Business Zip Code: 33137

Additional Information:

Entity Background Check Information 4

Role: Parent Company

Other Role:

Entity Legal Name: SRB Enterprises, LLC

Entity DBA:

Entity Description: Michigan Limited Liability Company

Phone: 586-942-4944

Email: rjb@emeraldgrowthpartners.com

Primary Business Address 1: 49050 Woodward Ave

Primary Business Address 2: Suite 130

Primary Business City: Bloomfield Hills

Primary Business State: MI

Principal Business Zip Code: 48304

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Pleasantrees_Bylaws.pdf	pdf	60478a3fefe1e0359b95bcfd	03/09/2021
Articles of Organization	Pleasantrees_Articles of Entity Conversion.pdf	pdf	60478a71efe1e0359b95bd01	03/09/2021

Articles of Organization	Pleasantrees_Annual Report 2020.pdf	pdf	60478a7d8d09dc35cbc0d3cd	03/09/2021
Secretary of Commonwealth - Certificate of Good Standing	Pleasantrees_Certificate of Good Standing_SoC.pdf	pdf	60478e85183b5235aa44ddd9	03/09/2021
Department of Revenue - Certificate of Good standing	Pleasantrees Inc. DOR Good Standing 4-2021.pdf	pdf	6080897e03415644ba108907	04/21/2021
Department of Revenue - Certificate of Good standing	Pleasantrees DUA - 1.pdf	pdf	60808ad08bb25444af30248b	04/21/2021

No documents uploaded

Massachusetts Business Identification Number: 001180219

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Pleasantrees - Liability Insurance.pdf	pdf	6047c8dde15067356d20bcbf	03/09/2021
Proposed Timeline	Pleasantrees - Timeline.pdf	pdf	6047c98979e02335ddb613a7	03/09/2021
Business Plan	Pleasantrees - Business Plan.pdf	pdf	6047cb1c9a694b3583a73488	03/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Pleasantrees - Diversity.pdf	pdf	5f9ae41875aac308359ab104	10/29/2020
Energy Compliance Plan	Pleasantrees - Energy.pdf	pdf	5f9ae41bdd2d7407bedea191	10/29/2020
Plan for obtaining marijuana or marijuana products	Pleasantrees_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	6042756d40676f35abee14d4	03/05/2021
Separating recreational from medical operations, if applicable	Pleasantrees_Plan for Separating Recreational from Medical Operations.pdf	pdf	60427575efe1e0359b95b435	03/05/2021
Restricting Access to age 21 and older	Pleasantrees_Plan for Restricting Access to Age 21 and Older.pdf	pdf	6042757bd7adff35b5a4ec10	03/05/2021
Security plan	Pleasantrees_Security Plan.pdf	pdf	604275818d09dc35cbc0ca8a	03/05/2021
Prevention of diversion	Pleasantrees_Prevention of Diversion.pdf	pdf	6042758901124c35d20a1740	03/05/2021
Storage of marijuana	Pleasantrees_Storage of Marijuana.pdf	pdf	6042758e4e7ce735949ce2a0	03/05/2021
Transportation of marijuana	Pleasantrees_Transportation of Marijuana.pdf	pdf	60427593183b5235aa44d53a	03/05/2021
Inventory procedures	Pleasantrees_Inventory Procedures.pdf	pdf	6042759aefe1e0359b95b43b	03/05/2021
Quality control and testing	Pleasantrees_Quality Control and Testing.pdf	pdf	604275a0d7adff35b5a4ec14	03/05/2021
Dispensing procedures	Pleasantrees_Dispensing Procedures.pdf	pdf	604275a6b3603835a49f3d8a	03/05/2021
Personnel policies including background checks	Pleasantrees_Personnel Policies Including Background Checks.pdf	pdf	604275af40676f35abee14d8	03/05/2021
Record Keeping procedures	Pleasantrees_Recordkeeping.pdf	pdf	604275c293274435ba9e1cf7	03/05/2021

Maintaining of financial records	Pleasantrees_Maintaining of Financial Records.pdf	pdf	604275c84e7ce735949ce2a6	03/05/2021
Qualifications and training	Pleasantrees_Qualifications and Training.pdf	pdf	604275d0efe1e0359b95b43f	03/05/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

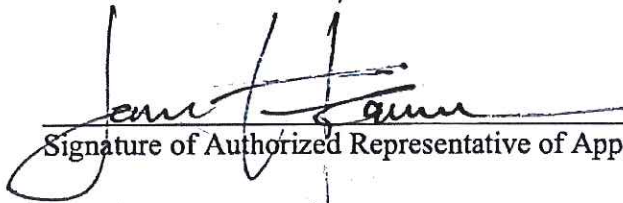
Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 11:00 AM	Sunday To: 6:00 PM

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, Jane Hawman, (insert name) certify as an authorized representative of Herbology Group (insert name of applicant) that the applicant has executed a host community agreement with Amherst (insert name of host community) pursuant to G.L.c. 94G § 3(d) on December 3, 2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Paul Bockerman, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Amherst (insert name of host community) to certify that the applicant and Amherst (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 12/7/18 (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, Jane Hawman, (*insert name*) attest as an authorized representative of Herbology Group, 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 October 16, 2018 (*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 October 9, 2018 (*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 September 27, 2018 (*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 October 9, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Classified CONNECTIONS...

TO PLACE AN AD IN ANY OF THESE PUBLICATIONS

Call 586.1700

Stop by 115 Conz St., Northampton, MA • 8am-5pm

Visit www.gazettenet.com • classifieds@gazettenet.com

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Essential for you every day

AMHERST
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ANNOUNCEMENTS

Business Opportunities

Chocolate Distribution Route with More Than 1000 active Customers provided Free of charge by the company, Estimated Annual Profit \$100,000, Support for your success. Exclusive Territory investment \$75,000. 1-800-590-4595 www.LocAlcause.us

Found

FOUND NECKLACE Silver necklace with pink stone, found on Main St. Northampton on October 2. (413) 587-4261

Lost

LOST A PET? Found stray? Call The Animal Connection Lost/Found Line, 253-9675.

EMPLOYMENT

Help Wanted

Acupuncturist position available
Looking for an acupuncturist to practice in a highly successful and fast pace environment. Electronic record keeping a must. Acupuncturist needs to have excellent communication skills as well as enthusiasm for the healing process. NCCAOM certified with master education, equivalent or doctorate level. Highly competitive compensation. Please send a resume with a cover level at stayintouchcenter@gmail.com

EARN \$500 A DAY (SALES) Final Expense Insurance • Exclusive Leads • Local • Training/Support • Everyday is Payday Agent Healthy/Dental Benefits • Incentive Trips CALL 860-357-6904 www.fhginsurance.com

MERCHANDISE

Antiques

LOU FARRICK wants antiques, estates, furniture, toys Cash. 584-8939, 584-9486

Fast Action Ads

AMANA-year old washer/dryer. Standard size/excellent condition. \$500 413-575-9952

Antique Wooden Childs Potty/ Rocker Carved Head Rest - use for decoration \$25.00

chandelier, bronze, French (looks antique) \$125. #413 256 8841

Headboard/Bookcase, king size, solid wood, \$50 413-584-8095

JUMPER CABLES heavy duty, 6 gauge,12' gently used \$25 (413) 584-0763

STUDDER SNOW TIRES Four 215/70R15 good condition \$100 (413) 268-3434

FILE CABINET Four drawer \$40 (413) 529-2305 11x27x52

KINDLE Amazon . Excellent condition. With charger. \$30 (413) 296-4291

FIRE WOOD Almost 1/2 cord, cut/split. Seasoned. U -haul. \$100. (413) 253-9040

DEFY EXTREME water base clear wood stain/new 1 gal \$40 (413) 253-9040

19" BLACK&DECKER; MULCHING MOWER 36v battery \$100 (413) 259-9090

MAHOAGANY DROP LEAF table 36x22 / 22x17x17 2 17" hinge leaves \$75 obo 413-727-3712

MAPLE BED, 248 stamp, kling factory Mayville NY, circa 1955 \$250 413-527-0371

MAPLE TABLE 44x32, 2 leaves (68x32) & 6 chairs \$150 obo 413-727-3712

Help Wanted

Newspaper Home Delivery

Stapog Distribution, Inc. is seeking Delivery Service Providers (DSPs) for newspaper home delivery routes. DSPs are independently contracted.

Routes are Mon-Sat, 2-3 hours daily, starting around 2-4AM.

\$350-\$500/bi-weekly.

Routes available in:
Northampton/So. Deerfield, Southampton

No \$\$ collections.
Must be 18+ with a reliable means to provide delivery.

Call
STAPOG DISTRIBUTION, INC.
413•687•4567

NE-239395

MERCHANDISE

Fast Action Ads

WEBER 14" CHARCOAL GRILL Smokey Joe, New \$20 (413) 527-8545

LADDER STABILIZER please leave message \$10 (413) 387-8438

CAST IRON STOVE HEAVY leave message \$150 (413) 387-8438

NEW BACKPACK W/ Solar Charger, hiking, etc. \$45.00/bo. (413) 336-1949

GAME OF THRONES Season 6, New. \$15/ b.o. (413) 336-1949

Garden Supplies

Privacy Hedges - FALL BLOWOUT SALE 6 ft ARBORVITAE (Evergreen) Reg \$149 Now \$75. Beautiful, Nursery Grown. FREE Installation/FREE delivery. Limited Supply! ORDER NOW : 518-536-1367 www.lowcosttreefarm.com

Miscellaneous

FREON R12 WANTED: CERTIFIED BUYER will PAY CASH for R12 cylinders or cases of cans. (312) 291-9169 www.refrigerantfinders.com

REAL ESTATE FOR SALE

Land

Becket Ma. 13 acres only \$59,900 Beautiful wooded property, with spring fed brook, old stonewalls through out, located on quiet country road, financing available payments as low as \$298 802-447-0779

Realtors/Brokers

GOGGINS REAL ESTATE
www.gogginsrealestate.com
Northampton's #1 Realtor

REAL ESTATE FOR RENT

Apartments Unfurnished

Available Nov. 1, Sunderland. 2BR, 2-floor apt. Quiet neighborhood, no dogs no smoking. Ref. Required **\$950/mo. HEAT INCL** 413-665-3415 leave msg after 6pm.

EASTHAMPTON 2+ Bedroom, Newly remodeled. Walking distance to town. \$1250+ 413-530-4722. photos.apartments.com



HOLYOKE
Newly Updated quiet 2BR apt, LG eat-in kitchen w/DW, **cats OK**, no smoking, W/D, convenient to 91, Oct. 15. \$1000+/mo 413-335-5622 **MUST SEE!**

Northampton, 77 Prospect St. 2BR, Heat/HW/storage/maint. incl. Avail now. \$1675 price reduced! 253-7879 northamptonapts.com

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Auto Dealers

SUBARUS & TOYOTAS Dependable, long warranty, service, \$3,000 and up. Export Auto - 30 years in business. (413) 536-2373.

Business & Service Directory

Antiques

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Carpentry

RETIRED GENTLEMAN. 50 yrs exp. Carpentry, drywall & decks. 478-1262 & 427-5179.

Driveways

PATRIOT DRIVEWAYS sealing, repairs, striping. 50' of FREE crack repairs with SealCoating! 413-446-7981

Dry Wall

B.R. INTERIORS. Fine plastering, plaster veneer, drywall Bruce Roth, 585-9023

Estate Liquidation

"I Call Does It All" Lrg or sm. estate clean-outs; property purchases. Fully ins. Mark Bottey, Owner. Whately (413) 584-5381

Flooring

A. DION & SON. Floor Contractors. Installing, sanding, refinishing hardwood floors. (413) 584-6170

Legals

Chesterfield Conservation Commission

The Chesterfield Conservation Commission will hold a public hearing on a Notice of Intent, filed under the provisions of the Wetlands Protection Act (MGL Chapter 131, Section 40). Date: October 15, 2018 Time: 7:00 pm Location: Chesterfield Town Offices 422 Main Road. Filed by: Deborah Gardner Re: Installation of tight tank 28 Farmhouse Rd. John Follet, Chair Chesterfield Conservation Commission

19762

Chesterfield Conservation Commission

The Chesterfield Conservation Commission will hold a public hearing on a Request for Determination of Applicability, filed under the provisions of the Wetlands Protection Act (MGL Chapter 131, Section 40). Date: October 15, 2018 Time: 7:00 pm Location: Chesterfield Town Offices 422 Main Road. Filed by: The Nature Conservancy Re: Seasonal cutting in a buffer zone, Dead Branch Preserve. John Follet, Chair Chesterfield Conservation Commission

19763

NOTICE OF COMMUNITY OUTREACH MEETING HERBOLOGY GROUP, INC.

Notice is hereby given that Herbology Group, Inc. will hold a Community Outreach Meeting on October 16, 2018 at the Hangar Pub & Grill, 10 University Drive, Amherst, MA 01002 at 6:00 PM to discuss the proposed siting of an Adult Use Retail Marijuana Establishment at 422 Amity St, Amherst, MA 01002 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

Oct 9

19632

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Chesterfield Zoning Board of Appeals will convene a public hearing on October 24, 2018 at the Chesterfield Town Office Building, 422 Main Road, Chesterfield, MA 01012 from 10 am until 1 pm to consider petitions filed by the Lake Damon Corporation and the Chesterfield Planning Board appealing the decision of the Chesterfield Building Commissioner to permit the construction of a new single family dwelling on the parcel of land owned by William and Judith Carey and located at 11 FARMHOUSE ROAD/LOT 19A AND 13 FARMHOUSE ROAD/LOT 19.

Ian Stone, Chairman
Chesterfield Zoning Board of Appeals
Oct 9, 16

19806

PUBLIC HEARING

The AMHERST SELECT BOARD will hold a PUBLIC HEARING on Monday, October 29, 2018 beginning at 7:00 p.m., Town Room, Amherst Town Hall, to solicit public comment on parking regulation changes and street directional traffic changes on State Street Puffer's Pond. The Select Board will be considering changes to parking regulations including, but not limited to: the addition of parking restrictions, tow zones, and one-way traffic flow. CHANGES TO BE VOTED

1. Addition of parking zone signage.
2. Addition of Tow Zones to No Parking areas.
3. Conversion of State Street from two-way traffic to one-way traffic for a distance of 2400 feet beginning 150 feet from Sandhill Road.

October 9

19801

Home Improvement

AAREN'S HOME IMPROVEMENT. Kitchens, baths, remodeling, decks, all home repairs. Lic./Ins. 667-5684.

STRUCTURAL post & beam sill timbers, sagging floors, termite damage, foundations, home garage, barn, repairs (413) 667-3149

Painting

A BETTER PRICE. Bob's Painting. No job too small. 529-2260. Interior/exterior

A BRUSH ABOVE. Al Tardy, Interior/Exterior. Free estimates. Visa/MC. 586-4150

PAINTING & WALLPAPERING. Old walls restored. Ins. Jimmy Quinn. 413-330-1158

Seat Weaving

CUSTOM SEAT WEAVING. Cane, Rush, Reed & Danish Cord, 40 yrs. Exp. 268-7798.

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FIREWOOD. Cut, split & delivered. Log length available. Stacking avail (413) 695-5799

gazettenet.com

Legals

WANTED TO LEASE: OFFICE SPACE IN CHICOPEE, HOLYOKE, SPRINGFIELD, OR WEST SPRINGFIELD

On behalf of the Massachusetts Department of Agricultural Resources the Massachusetts Division of Capital Asset Management and Maintenance invites proposals to lease approximately 2,500 usable square feet of office space in the above-referenced search area for a term of 10 years.

Proposals must be submitted to:
Division of Capital Asset Management and Maintenance
Office of Leasing and State Office Planning
One Ashburton Place
14th Floor - Room 1411
Boston, Massachusetts 02108

Proposals must be submitted by the deadline of October 17, 2018 at 2:00 p.m. Proposals will be opened at that time.

The RFP can be downloaded from www.combuys.com under "Contract & Bid Search." You may also email leasing.dcam@mass.gov or call 857-204-1355 to request a copy of the RFP, referencing Project Number 201885000.1. For further information, call 857-204-1800. This notice is also available at www.masspublicnotices.org.

Sept 18, 25

Oct 2, 9

18428

Legals

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Robert C. Johnson and Eleanor J. Johnson to Household Finance Corporation II, dated July 12, 1988 and recorded with the Hampshire County Registry of Deeds at Book 3215, Page 146, subsequently assigned to Citibank, N.A., not in its individual capacity, but solely as trustee of NRZ Pass-Through Trust VI by Household Finance Corporation II by assignment recorded in said Hampshire County Registry of Deeds at Book 12861, Page 236 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on October 30, 2018 at 133 Pomeroy Meadow Road, Southampton, MA, all and singular the premises described in said Mortgage, to wit:

THAT CERTAIN tract or parcel of land situate on the Northwesterly line of Pomeroy Meadow Road in Southampton, Hampshire County, Massachusetts bounded and described as follows: BEGINNING at an iron pipe to be set on said Northwesterly line of Pomeroy Meadow Road at the Southeasterly corner of Lot #1 on the plan hereinafter mentioned, the same being the Southwesterly corner of the premises to be conveyed and thence running N. 36° 01' 59" W. along said Lot #1 for a distance of Three Hundred and no one-hundredths (300.00) feet to an iron pipe to be set and land now or formerly of Jack H. Ernest and Frances E. Ernest; thence turning and running N. 58° 54' 07" E. for a distance of One Hundred Fifty and no one-hundredths (150.00) feet to an iron pipe to be set; thence turning and running S. 35° 13' 59" E. for a distance of Two Hundred Ninety-Nine and sixty seven one-hundredths (299.67) feet to an iron pipe to be set, the last two (2) courses and distances being along land now or formerly of Jack H. Ernest and Frances E. Ernest; thence turning and running S. 58° 54' 07" W. along said Northwesterly side of Pomeroy Meadow Road for a distance of One Hundred Forty Five and eighty one-hundredths (145.80) feet to the point or place of beginning, and containing 44,205 square feet of land, more or less. BEING THE SAME premises shown and described as "LOT 2" on a plan of land entitled "PLAN OF LAND IN SOUTHAMPTON, MASSACHUSETTS PREPARED FOR ALMER M. HUNTLEY, JR.", dated February 7, 1985 prepared by Almer Huntley, Jr. & Associates, Inc., recorded with Hampshire County Registry of Deeds in Plan Book 131, Page 22. FOR MY TITLE see deed of PAUL A. LUSSIER REAL ESTATE, INC. to me dated July 17, 1985 and recorded in the Hampshire County Registry of Deeds in Book 2590, Page 281. BEING THE SAME premises conveyed to us by deed of Edward H. Gwinner dated April 10, 1986 and recorded in the Hampshire County Registry of Deeds Book 2703, Page 118.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be announced at the sale.

Citibank, N.A., not in its individual capacity, but solely as trustee of NRZ Pass-Through Trust VI

Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-001076
October 9, 16, 23

19351

Legals

PUBLIC MEETING NOTICE

The Goshen Conservation Commission will hold a public meeting under the provisions of the Wetlands Protection Act (M.G.L. Chapter 131 Section 40) on 10/16 at 7:30 PM at the Goshen Town Offices to review a Request for Determination filed by James Heroux for work at 4 Highland Rd. The work to be reviewed is the repair and stabilization of a driveway within the riverfront buffer zone.

October 9

19802

PUBLIC NOTICE

Easthampton Planning Board
Pursuant to M.G.L. Ch. 40A, §11, notice is hereby given that the Easthampton Planning Board will hold the following public hearings on Tuesday, October 16, 2018 beginning at 6:00 p.m. in the 2 nd Floor Meeting Area at 50 Payson Avenue. Herbology Group, Inc., seeking a Special Permit to operate a co-located Medical Marijuana Treatment Center (dispensary) and an Adult Use Cannabis Retailer Establishment, under Section 10.9, 10.10 and 12.7 of the Zoning Ordinance. The property is located at 195 Northampton Street (Map 114, Lot 27) and is in the Highway Business (HB) and Industrial (I) zoning districts.

A copy of these applications can be viewed online at Easthampton.org/planning or in the Planning Department or City Clerk's office, 50 Payson Avenue, during office hours. Any person interested or wishing to be heard on the proposal should appear at the time and place designated.

Jesse Belcher-Timme, Chair
Easthampton Planning Board
Oct 2, 9

19451

Visit our
website
gazettenet.com

Legals

REQUEST FOR DETERMINATION OF APPLICABILITY

The Westhampton Conservation Commission will hold a public hearing pursuant to the Massachusetts Wetlands Protection Act , M.G.L. Ch 131. Sec 40, to consider the request for determination of applicability (RDA) filed by Alan Seewald and Linda E. Bornstein for remove existing patio block and concrete walkway on south and east side at house and replace with concrete walkways at 65 Pine Island a/k/a 65 Peninsula Road.

The meeting will be held on October 17, 2018 at 7:30 PM at the Town Hall in Westhampton, MA.

A copy of the RDA (WPA Form 1) will be available for public inspection at the meeting.

Brad Morse
Chairman, Westhampton
Conservation Commission
October 9

19800



Legals

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Richard G. Barry to Option One Mortgage Corporation, a California Corporation, dated August 1, 2007 and recorded with the Hampshire County Registry of Deeds at Book 9227, Page 307, subsequently assigned to Wells Fargo Bank, N.A. as Trustee for the Certificateholders of Soundview Home Loan Trust 2007-OPT5, Asset-Backed Certificates, Series 2007-OPT5 by Option One Mortgage Corporation, a California Corporation by assignment recorded in said Hampshire County Registry of Deeds at Book 9466, Page 112 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on October 23, 2018 at 445 Michael Sears Road, Belchertown, MA, all and singular the premises described in said Mortgage, to wit: Being the land in Belchertown and being shown as Parcel 2 and parcel 3 on a plan prepared by Adney A. Russo and recorded in Hampshire County Registry of Deeds in Book of Plans 145, Page 39, said parcels being more particularly bounded and described in one parcel as follows: Westerly by Michael Sears Road, sixty-one and 69/100 (61.69) feet; Northerly by other land of William P. and Alberta M. Barry, one thousand forty-two and 97/100 (1042.97) feet; Easterly by last mentioned land, one hundred thirty-five and 67/100 (135.67) feet; Southerly by land now or formerly of Karin A. McCann, eight hundred two and 92/100 (802.92) feet; Westerly by Parcel 1 as shown on said plan, one hundred forty-one and 36/100 (141.36) feet; and Southerly by said Parcel 1, two hundred eighty-five and 13/100 (285.13) feet. Said parcel contains a total area of 3.153 acres.

Upon information and belief the legal description attached to the mortgage should include for the purpose of clarity: Also being shown in Plan Book 145 Page 39 as Lot 35AB on "Plan of Land in Belchertown, Mass. Surveyed by Catherine M. Fitzgerald Scale 1 inch =40 feet May 30, 1986, Surveyed by Adney A. Russo, Palmer Mass.

For informational purposes only property is shown as Lot 35 A.B.= 3.153 on Plan Book 145 Page 39. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be announced at the sale.
Wells Fargo Bank, National Association as Trustee for Soundview Home Loan Trust 2007-OPT5, Asset-Backed Certificates, Series 2007-OPT5
Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
October 2,9, 16

18956

SEP 27 '18 PM1:53
C'DAMHERSTTOWNCLERK

**NOTICE OF COMMUNITY OUTREACH MEETING
HERBOLOGY GROUP, INC.**

Notice is hereby given that Herbology Group, Inc. will hold a Community Outreach Meeting on October 16, 2018 at the Hangar Pub & Grill, 10 University Drive, Amherst, MA 01002 at 6:00 PM to discuss the proposed siting of an Adult Use Retail Marijuana Establishment at 422 Amity St, Amherst, MA 01002 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED SEP 27 2018

Stem/AC

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Board of
Health

Planning Board

RECEIVED SEP 27 2018

Stuart McL

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RECEIVED SEP 27 2018

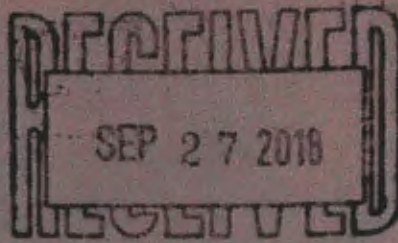
Stacy McC

ZBA

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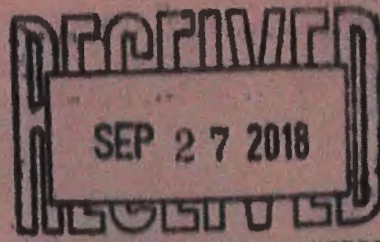


Town Manager

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AMHERST, MA 01004

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☐ Return Receipt (hardcopy)

\$

\$0.00

☐ Return Receipt (electronic)

\$

\$0.00

☐ Certified Mail Restricted Delivery

\$

\$0.00

☐ Adult Signature Required

\$

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**NOTICE OF COMMUNITY OUTREACH MEETING
HERBOLOGY GROUP, INC.**

Notice is hereby given that Herbology Group, Inc. will hold a Community Outreach Meeting on October 16, 2018 at the Hangar Pub & Grill, 10 University Drive, Amherst, MA 01002 at 6:00 PM to discuss the proposed siting of an Adult Use Retail Marijuana Establishment at 422 Amity St, Amherst, MA 01002 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

Plan to Remain Compliant with Local Zoning

Pleasantrees, Inc. ("Pleasantrees") will remain compliant at all times with the local zoning requirements set forth in the Town of Amherst's Zoning Bylaw. In accordance Section 3.363, Pleasantrees' proposed Marijuana Retail establishment is located in the Limited Business ("B-L") zoning district within the Research and Development ("R&D") Overlay, which allows Recreational Marijuana Retailers by Special Permit and Site Plan Review from the Zoning Board of Appeal.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Additionally, as stipulated in the Amherst Zoning Bylaw, the property is not within 300 feet of a building containing another marijuana establishment, in which children commonly congregate in an organized ongoing formal basis; owned by or operated as part of the campus of any private or public institution of higher learning; housing a public library; and containing any residential use. Additionally, the business is not located within a building that contains a pharmacy, medical doctor offices, or offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

Pleasantrees will comply with all state and local signage requirements and not allow cannabis plants, products and paraphernalia to be visible from the outside of the building, store cannabis in any form outside or create nuisance conditions. No smoking, burning, or consumption or any product containing marijuana or marijuana-related products shall be permitted on the premises.

Pleasantrees has obtained a Special Permit and Site Plan Review from the Zoning Board of Appeals and will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. The Special Permit must be acted upon within two years of issuance. Pleasantrees will obtain a Certificate of Occupancy at the proposed location and will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Pleasantrees' proposed location.

Pleasantrees has already attended several meetings with various municipal officials and boards to discuss Pleasantrees' plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with the Town of Amherst. Pleasantrees will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Pleasantrees' marijuana retail establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



PLEASANTREES

PLAN TO POSITIVELY IMPACT

AREAS OF DISPROPORTIONATE IMPACT

Pleasantrees, Inc. (“Pleasantrees”) is committed to use its position as an industry leader to build sustainable pathways into the cannabis industry for individuals and communities that have been disproportionately harmed by cannabis prohibition.

Recognizing the disparate impact that criminalization of cannabis has had on certain communities, the company aims to change that perception through continual and constant outreach and targeted initiatives. Pleasantrees’ work in the social equity arena starts at its core with an intentionality to foster greater diversity and inclusion at all levels of the company and throughout our society.

Pleasantrees’ position is that cannabis should never have been illegal in the first place. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. The prohibition of cannabis at the federal and state level was/is a decades-long injustice that has caused millions of people to experience undue hardship as a result of being aggressively prosecuted and sentenced for “crimes” that are now a booming and legal industry. It is Pleasantrees’ intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Goals

Pleasantrees has established specific goals to make a positive impact on areas of disproportionate impact. Through its Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”), Pleasantrees will:

- Provide professional services for individuals in a geographical location designated as a disproportionately impacted area facing systemic barriers by hosting CORI sealing clinics to help with the administrative sealing of records.

CORI Rights Series

Pleasantrees will host three (3) CORI sealing clinics annually in geographic areas of disproportionate impact with an emphasis on the Town of Amherst. The trainings will assist individuals in areas of disproportionate impact with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Pleasantrees may seek to do such events in partnership with legal nonprofits, local bar associations, bar service organizations, or law firms. Pleasantrees will seek to have at least 15 participants at each seminar.



PLEASANTREES

Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies, criminal justice areas and community centers; and circulated to marijuana advocacy organizations. Seminars will be advertised reasonably in advance of all three seminars.

Plan Administration + Measurement

To fortify its mission in the social equity space, in November 2020, Pleasantrees brought on attorney and community leader Jerome Crawford as the Director of Legal Operations and Social Equity. In this newly created role, Crawford not only directs and supports legal needs for the organization, but he also importantly spearheads social equity initiatives to ensure the company makes a positive, genuine and lasting impact within local communities as it grows. Crawford, in tandem with Pleasantrees' CEO, Randall Buchman, will administer the Plan, calling on Pleasantrees' associated resources to assist as required for more complex matters. Upon provisional renewal, Pleasantrees will compile its reports tracking both the qualitative and quantitative measures that demonstrate the progress or success of the plan. Metrics will have an identified data source. Metrics that will be utilized include:

1. The number of events held annually (must be at least three);
2. Locations of CORI sealing clinics;
3. Number of participants that attended the clinics (must be at least 15 per seminar);
4. Number of participants from the selected areas of disproportionate impact that attended the training events; and
5. Assessments from program attendees as to how helpful the trainings were.

Pleasantrees' executive management team will measure the impact of its programming on an annual basis upon Provisional License renewal.

Disclosures

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

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

**AMENDED AND RESTATED BYLAWS
OF
PLEASANTTREES, INC.
A MASSACHUSETTS CORPORATION
(THE “CORPORATION”)**

ADOPTED ON OCTOBER 26, 2020

**ARTICLE I
SHAREHOLDERS**

Section 1.01 Meetings of the Shareholders. Any meeting of the shareholders shall be held at any time and place or solely by means of remote communications (in accordance with Section 7.08 of the Massachusetts Business Corporation Act (the “MBCA”)) and may be called by the board of directors of the Corporation (the “Board of Directors”). Special meetings of the shareholders for any purpose may be called by the Board of Directors and also by the Chief Executive Officer, President, or by the holders of at least 10 percent of the outstanding shares entitled to vote at an election of directors; *provided, however*, that only business within the purpose described in the applicable notice may be conducted at such special meeting. Any meeting of the shareholders may be adjourned from time to time by the persons calling such meeting. A notice of any meeting or any adjourned meeting shall be in sent by the Corporation in accordance with the Section 7.05 of the MBCA. Any shareholder may waive such notice in accordance with Section 7.06 of the MBCA.

Section 1.02 Quorum; Action by the Shareholders. At each meeting of the shareholders a quorum shall be required to take any vote on an action. Except as otherwise required by the Articles of Organization, the MBCA, or agreements among the shareholders and the Corporation, at each meeting of the shareholders, a majority of the outstanding shares entitled to vote on the matter, present in person or represented by proxy, shall constitute a quorum for such matter. A quorum, once established at a meeting, shall not be broken by the subsequent withdrawal of an amount of such shares entitled to vote to leave less than a quorum. If a quorum is not established at any meeting of the shareholders, such meeting shall be adjourned until a quorum shall be present or represented. When a quorum is established at any meeting, any action (other than the election of directors) to be voted upon by the shareholders at such meeting shall be decided by the vote of the holders of a majority of the outstanding shares entitled to vote on such matter except where the Articles of Organization, the MBCA, agreements among the shareholders and the Corporation, or these Bylaws require otherwise.

Section 1.03 Meeting Procedures; Voting. The Corporation shall prepare a complete list of shareholders entitled to vote at each meeting of the shareholders in accordance with Sections 7.07 and 7.20 of the MBCA. The Board of Directors may adopt by resolution such rules and regulations for the conduct of any meeting of the shareholders as it shall deem appropriate, including who may preside over such meeting. Unless otherwise provided in the Articles of Organization, each shareholder shall be entitled to one vote for each outstanding share of the Corporation held by such shareholder. Each shareholder entitled to vote may appoint a proxy to vote or otherwise act for such shareholder in accordance with Section 7.22 of the MBCA.

Section 1.04 Action by the Shareholders Without a Meeting. Pursuant to and subject to compliance with Section 7.04 of the MBCA, whenever shareholders are required or permitted to take any action at a meeting of the shareholders, such action may be taken without a meeting, without prior notice and without a vote, if one or more written consents, describing the action taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

ARTICLE II REGULATORY PROVISIONS

Section 2.01 Definitions. Capitalized terms used herein and otherwise not defined shall have the meanings set forth in this Section 2.01.

(a) “Affected Person” means any holders of Securities, or any elected, appointed or qualified director or officer of the Corporation, who either (i) in the good faith determination of the Disinterested Directors, or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by any Regulatory Authority:

(i) breaches any Regulatory Law, the conditions of any Regulatory Authority, or the conditions of any Regulatory Licenses;

(ii) is not suitable, not eligible or otherwise is not qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Securities or its position as a director or officer of the Corporation, as applicable;

(iii) fails to be found suitable, eligible or otherwise qualified pursuant to any Regulatory Laws (including by the applicable Regulatory Authority) by the applicable deadline in accordance with Regulatory Laws; provided, however, such failure, in the good faith determination of the Disinterested Directors, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Corporation or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

(iv) causes, or would reasonably likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or

(v) is otherwise reasonably expected to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Corporation or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

(b) “Disinterested Directors” means, with respect to any person or entity, those directors of the Corporation that have no material direct or indirect financial interest in or with respect to such person or entity. For the avoidance of doubt, any director of the Corporation that is designated to such position by any person or entity, or is an officer, director, employee or is otherwise engaged by such person or entity, shall not be deemed a Disinterested Director with respect to such person or entity.

(c) “Regulated Activities” means any activities or intended activities of the Corporation and its subsidiaries’ businesses that pursuant to applicable state and local laws requires a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualification) from a state or local governmental agency to conduct such activities.

(d) “Regulatory Authorities” means any state or local regulatory or licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation or licensing of Regulated Activities within any applicable state, local or tribal jurisdiction for Regulated Activities.

(e) “Regulatory Laws” means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

(f) “Regulatory Licenses” means any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from Regulatory Authorities or pursuant to Regulatory Laws.

(g) “Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Directors for the redemption of Securities pursuant to this ARTICLE II.

(h) “Regulatory Redemption Notice” means that notice of redemption delivered by the Corporation pursuant to this ARTICLE II to an Affected Person if the applicable Regulatory Authority so requires the Corporation, or if the Disinterested Directors deems it necessary or advisable, to redeem such Affected Person’s Securities. Each Regulatory Redemption Notice shall set forth (i) the Regulatory Redemption Date, (ii) the number and type of Securities to be redeemed, (iii) the Regulatory Redemption Price and the manner of payment therefor, and (iv) if applicable, the manner and place where any certificates for such Securities (if any) shall be surrendered for payment, and (v) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Directors.

(i) “Regulatory Redemption Price” shall mean the per share price for the redemption of any shares of Securities to be redeemed pursuant to this ARTICLE II, which shall be (i) the price (if any) required to be paid by the applicable Regulatory Authority, or if no such price is required, (ii) the amount deemed reasonable by Disinterested Directors (which determination may account for, in their discretion, the original purchase price per share of the Securities to be redeemed, the then fair market value of such Securities, the closing price per share of such Securities on any securities exchange (if listed), the costs and expenses of the Corporation incurred in performing its obligations and exercising its rights under this ARTICLE II and any applicable circumstances or events of such Affected Person).

(j) “Securities” means the shares of the Corporation and any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for such shares, and any option, warrant or other right to subscribe for, purchase or acquire such shares.

(k) “Transfer” means, with respect to any Securities, any direct or indirect assignment, sale, exchange, transfer, tender or other disposition of such Securities or any interest therein, whether voluntary or involuntary, by operation of law or otherwise (and includes any sale or other disposition in any one transaction or series of transactions and the grant or transfer of an option or derivative security covering such Securities), and any agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

Section 2.02 Compliance with Regulatory Laws.

(a) Compliance. All Securities shall be held subject to the restrictions and requirements of all Regulatory Laws. Each individual or entity owning or controlling Securities and each individual elected, appointed or qualified as a director or officer of the Corporation, shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, (ii) providing all information regarding such Person as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities. Any individual or entity who owns or controls ten percent (10%) or more of any class or series of the Securities shall promptly notify the Corporation of such fact.

(b) New Directors or Officers. If required by Regulatory Laws, any newly elected or appointed director or officer of the Corporation shall not be deemed duly elected, appointed or qualified and shall not exercise any powers of the position to which such individual has been elected or appointed until such individual has been found suitable, eligible or otherwise qualified to hold such position pursuant to any Regulatory Laws (including by the applicable Regulatory Authority).

(c) Consents. Any individual or entity owning or controlling Securities, by virtue of such ownership or control, and any individual elected, appointed or qualified as a director or officer of the Corporation, by virtue of such election, appointment, or

qualification consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Corporation of any information regarding such Person required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such individual or entity.

(d) Transfers. Any Transfer of Securities shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect.

(e) Disclosure Obligation. In the event that any individual or entity owning or controlling Securities or any individual elected, appointed or qualified as a director or officer of the Corporation has experienced an event or circumstance, or otherwise reasonably believes, that such individual or entity may meet any condition to be deemed an Affected Person or has knowledge that any other individual or entity owning or controlling Securities or any other individual elected, appointed or qualified as a director or officer of the Corporation has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, such individual or entity shall promptly notify the Corporation of the relevant details. Upon receipt of such notice, the Disinterested Directors may, but are not obligated to, permit the applicable individual or entity a specified period of time (as determined by the Disinterested Directors) to take all actions to cure such condition or otherwise determine that such individual or entity is an Affected Person.

(f) Shareholder as an Affected Person. Upon any determination that any individual or entity owning or controlling Securities is an Affected Person, the Disinterested Directors may determine that the Affected Person is permitted to Transfer its Securities to an individual or entity approved by the Disinterested Directors (provided, however, that such Transfer is permitted by the applicable Regulatory Authorities (if any) and such transferee and Transfer otherwise comply with the applicable requirements of this Section 2.02). If the Disinterested Directors determine that such Affected Person shall not be permitted to Transfer its Securities, such applicable Securities shall be subject to redemption in accordance with Section 2.03.

(g) Director or Officer as an Affected Person. Upon any determination that any individual elected, appointed or qualified as a director or officer of the Corporation is an Affected Person, the Corporation shall, and the stockholders shall the cause the Corporation to, remove such director or officer as promptly as possible or as otherwise directed by the applicable Regulatory Authority.

Section 2.03 Regulatory Redemption.

(a) Regulatory Redemption Notice. The Securities owned or controlled by an Affected Person shall be redeemable by the Corporation, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Directors, in which event the Corporation shall

deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Securities on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Securities held by an Affected Person would address the deficiency, the Disinterested Directors may determine, in their discretion, to redeem only such Securities to address the deficiency and such Securities shall be selected in such manner as shall be determined by the Disinterested Directors. In accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Securities to be so redeemed.

(b) Regulatory Redemption Date. From and after the Regulatory Redemption Date, the Securities owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Securities, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Securities represent all of the Securities owned or controlled by the Affected Person, such Affected Person shall cease to be a stockholder, member, partner or owner, as applicable, of the Corporation with respect to such Securities.

(c) Regulatory Redemption Price. The Corporation may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the applicable Regulatory Authority and, if not so required, as determined by the Disinterested Directors; provided, that in the event the Corporation elects to pay all or any portion of the Regulatory Redemption Price with a promissory note, such promissory note shall be unsecured notes of the Corporation, shall be subordinated to all existing and future indebtedness of the Corporation, and shall contain such other terms and conditions as the Disinterested Directors determine, in their discretion, to be necessary or advisable.

(d) No Obligation. Except as required by a Regulatory Authority, nothing in this Article IX shall be deemed or construed to require the Corporation to redeem or repurchase any Securities owned or controlled by an Affected Person.

Section 2.04 Interpretation; Miscellaneous.

(a) Interpretation. The Disinterested Directors shall have the exclusive right to interpret all issues arising under this ARTICLE II, and any determination of the Disinterested Directors under this ARTICLE II or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this ARTICLE II. The Disinterested Directors may also impose additional terms and conditions in connection with any redemption under this ARTICLE II and, from time to time, may adopt such other provisions and procedures in furtherance of this ARTICLE II. The Bylaws may also include provisions and procedures in furtherance of this ARTICLE II.

(b) Waiver. Except as may be required by any Regulatory Law or Regulatory Authority, the Disinterested Directors may waive any of the rights of the Corporation or any restrictions contained in this ARTICLE II in any instance in which and to the extent

the Disinterested Directors determines that a waiver would be in the best interests of the Corporation.

(c) Legends. The restrictions set forth in this ARTICLE II shall be noted conspicuously on any certificate evidencing the Securities in accordance with the requirements of applicable law and any applicable Regulatory Laws.

(d) Severability. If any provision of this ARTICLE II or the application of any such provision to any person or entity or under any circumstance shall be held invalid, illegal, or unenforceable in any respect by a Regulatory Authority or court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this ARTICLE II.

ARTICLE III DIRECTORS

Section 3.01 Power; Number. Subject to the Articles of Organization, the MBCA, agreements among the shareholders and the Corporation, and these Bylaws, the business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. Unless otherwise provided in the Articles of Organization, the number of directors which shall constitute the entire Board of Directors shall be determined from time to time by resolution of the Board of Directors or by the holders of a majority of the outstanding shares entitled to vote at an election of directors; *provided* that no decrease in the number of directors shall shorten the term of any incumbent director. Directors shall be subject to the requirements and qualifications set forth in the Articles of Organization and these Bylaws and shall not otherwise be required to be shareholders.

Section 3.02 Election; Term of Office. An annual meeting of the shareholders shall be held for the election of directors on a date and at a time determined by the Board of Directors. The failure to hold an annual meeting at the time stated in or fixed in accordance with these Bylaws shall not affect the validity of any corporate action. Each director shall hold office until a successor is duly elected or appointed and qualified or until such director's earlier death, resignation, disqualification, or removal.

Section 3.03 Resignation; Removal. Any director of the Corporation may resign at any time upon written notice of such director's resignation to the Corporation and such resignation shall take effect at the date of receipt by the Corporation, or the time or upon the occurrence of the event specified therein. Except as otherwise required by the Articles of Organization or by applicable law, any director of the Corporation may be removed, with or without cause, by the holders of a majority of the outstanding shares entitled to vote at an election of directors.

Section 3.04 Vacancies. Except as otherwise provided by the Articles of Organization, or agreements among the shareholders and the Corporation, any vacancy or newly created directorship may be filled by a majority vote of the directors then in office, though less than a quorum, and each director so appointed shall hold office until the next annual election and until a successor is duly elected or appointed and qualified or until such director's earlier death, resignation, disqualification, or removal; *provided, however*, that if such vacancy occurs among

the directors elected or appointed by the holders of a class or series of shares, or newly created directorship was created by the holders of a majority of the outstanding shares entitled to vote at an election of directors, then the applicable the holders of such shares may supersede the Board of Directors' appointment and fill such vacancy or newly created directorship.

Section 3.05 Fees. Directors may receive a fee for their services as directors and out-of-pocket expenses actually and reasonably incurred in attending any meeting of the Board of Directors pursuant to policies and procedures of the Corporation. Nothing herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation for such services.

Section 3.06 Meetings of the Board of Directors. Meetings of the Board of Directors may be held without notice at such time and at any place or by means of remote communications (in accordance with Section 9.20(b) of the MBCA) and may be called by the Board of Directors. Meetings of the Board of Directors may also be called by the Chief Executive Officer or the President upon 2 days' notice of the date, time and place of such meeting by the Corporation to the directors. Notice of any other meeting or any adjourned meeting of the Board of Directors may, but is not required to, be given by the Corporation. Any director may waive such notice in accordance with Section 8.23 of the MBCA.

Section 3.07 Quorum; Action by the Board of Directors. At each meeting of the Board of Directors a quorum shall be required to take any vote or action or to transact any business. Except as otherwise required by the Articles of Organization, the MBCA, or agreements among the shareholders and the Corporation, at each meeting of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum. A quorum, once established at a meeting, shall not be broken by the subsequent withdrawal of directors to leave less than a quorum. If a quorum is not established at any meeting of the Board of Directors, such meeting shall be adjourned until a quorum shall be present. When a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Articles of Organization, the MBCA agreements among the shareholders and the Corporation, or these Bylaws require otherwise; *provided, however*, that in the event that there are an even number of directors and the Board of Directors is otherwise unable to break a deadlock with respect to a vote, the holders of a majority of the outstanding shares entitled to vote at an election of directors shall select an individual to provide an additional vote on such item as promptly as possible after referral to such individual and any such vote by such individual shall be final and binding on the Board of Directors.

Section 3.08 Meeting Procedures. The Board of Directors may adopt such rules and regulations for the conduct of any meeting of the Board of Directors as it shall deem appropriate, including who may chair such meeting.

Section 3.09 Action by the Board of Directors Without a Meeting. Pursuant to and subject to compliance with Section 8.21 of the MBCA, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if the action is taken by the unanimous written consent of the entire Board of Directors or the committee to the adoption of a resolution authorizing the action.

Section 3.10 Committees. Pursuant to and subject to compliance with Section 8.25 of the MBCA, the Board of Directors may create committees, each consisting of one or more directors, and may designate one or more directors as alternate members of any such committee. Any such committee, to the extent permitted by the MBCA and to the extent provided in the applicable resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management and direction of the business and affairs of the Corporation and each committee shall conduct itself in the same manner as the Board of Directors conducts itself pursuant to this Article II.

ARTICLE IV OFFICERS

Section 4.01 Officers; Power; Qualification. The Board of Directors shall elect or appoint one or more officers of the Corporation, including a president, a treasurer and a secretary. The Board of Directors may from time to time elect or appoint such additional officers (including to fill any vacancies) as it may determine, and any two or more offices may be held by the same person. The powers and duties of the officers shall be those required by the MBCA and such other powers and duties as usually pertain to such office and as the Board of Directors may from time to time determine. Officers shall be subject to the requirements and qualifications set forth in the Articles of Organization and these Bylaws and shall not be required to be shareholders.

Section 4.02 Term of Office. Each officer shall hold office for such term as shall be determined by the Board of Directors and until such officer's successor has been duly elected or appointed and qualified or until such officer's earlier death, resignation, disqualification, or removal.

Section 4.03 Resignation; Removal. Any officer of the Corporation may resign at any time upon written notice of such officer's resignation to the Corporation and such resignation shall take effect at the date of receipt by the Corporation, or the time or upon the occurrence of the event specified therein. Except as otherwise required by the Articles of Organization or by applicable law, any officer may be removed or have such officer's authority suspended, with or without cause, by a majority vote of the Board of Directors.

Section 4.04 Compensation. The compensation of each officer (if any) shall be determined by the Board of Directors. Nothing herein shall preclude any officer from serving the Corporation in any other capacity and receiving compensation for such services.

ARTICLE V SHARES

Section 5.01 Certificate of Shares. The shares of the Corporation may be certificated or uncertificated, as provided under the MBCA, and shall be entered in the books of the Corporation and recorded as such shares are issued. If any shares are represented by certificates, such certificates shall be in the form in accordance with the MBCA and otherwise approved by the Board of Directors. The Corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, and may impose additional terms and conditions permitted by the MBCA.

Section 5.02 Transfers of Shares. Subject to any restrictions on transfer, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof, in person or by duly authorized attorney, and, if applicable, upon the surrender of the certificate representing the shares to be transferred, properly endorsed or accompanied by a written assignment or power of attorney properly executed. Except as otherwise provided by applicable law, the Corporation shall be entitled to treat the holder of record of any share as the owner thereof for all purposes until such shares have been transferred on the books of the Corporation in accordance with applicable requirements.

Section 5.03 Regulations. The Corporation, to the extent permitted by applicable law, shall have power to make all rules and regulations and to impose terms and conditions concerning the issue, transfer, conversion, redemption and registration of any shares of stock of the Corporation.

ARTICLE VI MISCELLANEOUS

Section 6.01 Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise determined by the Board of Directors.

Section 6.02 MCBA. All references herein to a specific section of the MCBA shall refer to such section as of the date these Bylaws were adopted by the Corporation and shall also refer to any lawful successor provision to the extent required by applicable law. In the event of any conflict between the provisions of these Bylaws and the provisions of the MCBA, such provisions of the MCBA shall control to extent required by applicable law.

Section 6.03 Form of Records. All books and records of the Corporation may be electronic in accordance with Section 16.01 of the MBCA.

Section 6.04 Electronic Transmission. Without limiting the manner by which notices or consents may be given hereunder, any such notice or consent may be given by electronic transmission in accordance with applicable law and if given by such electronic transmission shall be deemed to be given in writing for all purposes hereunder.

Section 6.05 Amendment of Bylaws. These Bylaws may be amended or repealed, and new Bylaws may be adopted, by resolution of the Board of Directors or by the holders of a majority of the outstanding shares entitled to vote at an election of directors; *provided*, that (i) the Board of Directors may not amend or repeal any provision of these Bylaws which by the Articles of Organization, the MBCA or these Bylaws requires action by the shareholders and (ii) any amendment or repeal of these Bylaws by the Board of Directors and any new Bylaw adopted by the Board of Directors may be amended or repealed by the shareholders.

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The Commonwealth of Massachusetts

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

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

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

Shawn Collins
Executive Director
Cannabis Control Commission

- (1) Exact name of the non-profit: Herbology Group, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Herbology Group, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Herbology Group, Inc.

ARTICLE II

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

The corporation is organized: (a) the corporation is organized to seek a final license as a medical marijuana treatment center.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	200,000	\$0.001

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

See attached Article VI Continuations Sheet.

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

ARTICLE VII

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

ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:
82 Wendell Ave, Ste 100, Pittsfield, MA 01201
- b. The name of its initial registered agent at its registered office:
Registered Agent, Inc.
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Jano Hawman

Treasurer: Michael Duku

Secretary: Jano Hawman

Director(s): Jano Hawman; Michael Duku; Steve Gotwald

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
The Corporation is organized to seek a final license as a medical marijuana treatment center.
- f. The street address of the principal office of the corporation:
82 Wendell Ave, Ste 100, Pittsfield, MA 01201
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

82 Wendell Ave, Ste 100, Pittsfield, MA 01201, which is
(number, street, city or town, state, zip code)

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

Signed by: 

(printed individual)

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

on this day September 12, 2019

ARTICLE VI: CONTINUATIONS

A. **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.

B. **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.

C. **PARTNERSHIP.** THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

D. **MINIMUM NUMBER OF DIRECTORS.** THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS.

E. **SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT.** ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING.

F. **AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS.** THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

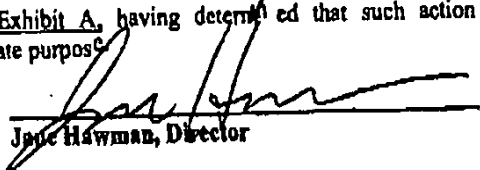
EXECUTION VERSION

**HERBOLOGY GROUP, INC.
UNANIMOUS WRITTEN CONSENT
APPROVING PLAN OF ENTITY CONVERSION**

Pursuant to the procedures described in St. 2017, ch. 55, § 72, the undersigned, being directors of HERBOLOGY GROUP, INC., a Massachusetts nonprofit corporation ("Herbology"), hereby waive all notice, and consent to the following actions being taken by the corporation pursuant to Herbology's By-laws.

The Resolution(s), detailed below may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. **RESOLVED**, that the undersigned Directors of Herbology approve the Plan of Entity Conversion appended hereto as Exhibit A, having determined that such action is consistent with Herbology's corporate purposes.


Jane Hawman, Director
Michael Duku, Director
Steve Gotwald, Director

Dated: September 12, 2019

**PLAN OF ENTITY CONVERSION
HERBOLOGY GROUP, INC.**

WHEREAS, HERBOLOGY GROUP, INC., a Massachusetts non-profit corporation incorporated pursuant to G.L. c. 180, (the "Company"), plans to convert into a Massachusetts corporation pursuant to St. 2017, ch. 55 § 72, subject to the approval of two-thirds of the Company's Board of Directors and the filing of the Articles of Entity Conversion with the Massachusetts Secretary of the Commonwealth; and

WHEREAS, St. 2017, ch. 55 § 72 and G.L. c. 156D, § 9.51 require the Company to adopt a Plan of Entity Conversion in connection with such conversion;

NOW, THEREFORE, the Company hereby sets forth the details of the plan of such conversion into HERBOLOGY GROUP, INC., a Massachusetts corporation organized pursuant to G.L. c. 156D (the "Surviving Entity"), in this Plan of Entity Conversion (the "Plan"):

1. Conversion Authorized. Subject to the adoption of this Plan by at least two-thirds of the Company's Board of Directors, the Company hereby agrees to convert the Company to the Surviving Entity (the "Conversion") and to perform such acts and execute such documents as may be necessary or convenient to affect the Conversion, including but not limited to the execution and filing of the Articles of Entity Conversion and the execution of the by-laws of the Surviving Entity.
2. Entity Type of Surviving Entity. The Surviving Entity shall be a Massachusetts business corporation incorporated pursuant to G.L. c. 156D.
3. Terms and Conditions of the Conversion. Upon the filing of the Articles of Entity Conversion with the Massachusetts Secretary of State, the Company shall be converted into the Surviving Entity pursuant to and in accordance with G.L. c. 156D, § 9.53. Upon the Conversion, all assets, liabilities, obligations, interests, and rights of the Company shall hereby be transferred to and assumed by the Surviving Entity.
4. Manner and Basis of Converting Interests into Shares of Surviving Entity. Upon the Conversion, Jane Hawman, an individual residing in the State of Connecticut, shall be issued and shall hold one hundred percent (100%) of the Common Stock of the Company.
5. Organic Documents of the Surviving Entity. The Articles of Entity Conversion and Bylaws of the Surviving Entity are attached hereto as Exhibit A and Exhibit B, respectively.
6. Amendment. This Plan may be amended prior to filing the Articles of Entity Conversion with the Secretary of the Commonwealth of Massachusetts, except that subsequent to the adoption of this Plan by the Company's Board of Directors this Plan may not be amended to change:

a. The amount or kind of shares or other securities, interests, obligations, rights to acquire shares, other securities or interests, cash, or other property to be received by the Members of the Company under the Plan;

b. The organic documents that will be in effect immediately following the conversion, except for changes permitted by a provision of the organic law of the surviving entity comparable to G.L. c. 156D, § 10.05; or

c. Any of the other terms or conditions of the Plan if the change would adversely affect any of the Members of the Company in any material respect.

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:

December 09, 2019 11:24 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001414843

1. Exact name of the corporation: PLEASANTTREES, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3.4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: REGISTERED AGENT

No. and Street: 55 KESTREL LANE

City or Town: AMHERST State: MA Zip: 01002 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 195 NORTHAMPTON ST

City or Town: EASTHAMPTON State: MA Zip: 01027 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JANE HAWMAN	55 KESTREL LANE AMHERST, MA 01002 USA
TREASURER	RANDALL BUCHMAN	55 KESTREL LANE AMHERST, MA 01002 USA
SECRETARY	JANE HAWMAN	55 KESTREL LANE AMHERST, MA 01002 USA
CEO	JANE HAWMAN	55 KESTREL LANE AMHERST, MA 01002 USA
COO	JANE HAWMAN	55 KESTREL LANE AMHERST, MA 01002 USA
DIRECTOR	JANE HAWMAN	55 KESTREL LANE AMHERST, MA 01002 USA
DIRECTOR	RANDALL BUCHMAN	55 KESTREL LANE AMHERST, MA 01002 USA

7. Briefly describe the business of the corporation:

DOMESTIC PROFIT CORPORATION

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	200,000	\$200.00	0

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2020

Signed by RANDALL BUCHMAN , its OTHER OFFICER
on this 4 Day of March, 2021



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 05, 2020

To Whom It May Concern :

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

is a domestic corporation organized on **December 09, 2019** , 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: 20110235040

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

Processed by: mas



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

mass.gov/dor

Letter ID: L1787161408
Notice Date: April 20, 2021
Case ID: 0-001-132-392



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PLEASANTREES, INC
82 WENDELL AVE STE 1
PITTSFIELD MA 01201-6324

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

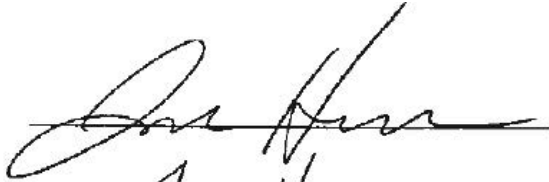
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Jane Hawman, an authorized representative of Pleasantrees, Inc. certify that the company does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Name: Jane Hawman

Title: CEO

4/21/21

Date

Plan for Obtaining Liability Insurance

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



Pleasantrees, Inc.

Business Plan

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Pleasantrees, Inc. (“**Pleasantrees**”) is a Massachusetts corporation that seeks to operate in Easthampton, Greenfield, and Amherst as an adult use Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment providing consistent, high quality cannabis to consumers who over the age of 21.

1.2 Product

Pleasantrees will offer a variety of cannabis products. Products will range from traditional flower to topical and edibles. We will carry a selection of non-euphoric products with high CBD, low THC profiles to target CBD users. Our product line will be compliant with the guidelines and regulations set out by the Commission.

In addition to traditional sativa, indica, and hybrid cannabis flower, Pleasantrees will offer a wide range of products and services that will allow Pleasantrees to serve customers with a wide variety of needs. Products Pleasantrees intends to offer include, but will not be limited to:

1. Topical Salves/ Sprays
2. Creams/Lotions/Bath Oils
3. Transdermal Patches
4. Oral Mucosal/ Sublingual Dissolving Tablets
5. Tinctures
6. Concentrates: Wax/Shatter/Oils/Live Resin
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Edible Food/Beverages

1.3 Customers

Pleasantrees’ target customers include local community members, people suffering from debilitating conditions, Veterans, seniors, millennials, professionals, and the working class. Pleasantrees plans to attract customers of all races, religions, gender, age (18+ for patients and 21+ for adult use consumers), or sexual orientation.

1.4 What Drives Us

Pleasantrees’ goals include:

- Creating strong, lasting relationships with our host communities;
- Giving back to our host communities through fundraising, education, and charity;
- Ensuring eco-friendly and sustainable operations;
- Earning the reputation of an iconic cannabis brand through creative and advanced marketing;
- Spreading advocacy for cannabis as a staple to wellness;
- Building a team of dynamic industry professionals and alliances;
- Offering a variety of CBD only products;
- Standing 100% behind products being pesticide and chemical free;
- Creating a network of contributors and exclusive partnerships with top cannabis companies;
- Exceeding customer expectations with fair market prices, compassionate care, product variety, an online order database, and superior product line.
- Diversifying our offerings and operations as laws and markets change;
- Creating an unmatched and focused veteran program;
- Promoting female and minority leadership in the marijuana industry; and
- Educating customers and community through support services and counseling.

2. COMPANY DESCRIPTION

2.1 Structure

Pleasantrees is interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an ME in the Commonwealth.

Pleasantrees will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

Pleasantrees has a Provisional license in Easthampton and Greenfield. Pleasantrees is also proposing to open a dispensary in Amherst. Pleasantrees intends to lease space in Amherst that was previously utilized as a restaurant.

Pleasantrees will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual 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.

Pleasantrees will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Pleasantrees will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records shall be maintained in accordance with generally accepted accounting principles. Records shall be maintained for at least 12 months.

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

Pleasantrees shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements.

Prior to commencing operations, Pleasantrees shall provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Pleasantrees.

Pleasantrees and Pleasantrees agents shall comply with all local rules, regulations, ordinances, and bylaws. We

have achieved:

1. RMD Priority Applicant Status
2. Provisional Licensing
3. Letter of Non-Opposition
4. Community Outreach

2.3 Security

Pleasantrees 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 employees and the local community.

Pleasantrees' 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 Amherst 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 Pleasantrees' 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 Pleasantrees will maintain a current list of individuals with access.

On-site consumption of marijuana by Pleasantrees' employees and visitors will be prohibited. Pleasantrees will have a security personnel on-site during business hours.

2.4 Benefits to the Municipality

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

- Jobs
 - The marijuana establishment facility will add 30 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits
 - A Host Community Agreement with significant monetary donations would provide the Town with additional financial benefits beyond local property taxes.
- Access to Quality Product
 - Pleasantrees will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
- Control
 - In addition to the Commission, the Amherst Police Department and other municipal departments will have oversight over Pleasantrees' security systems and processes.
- Responsibility
 - Pleasantrees is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development
 - Pleasantrees' utilization of this parcel of underutilized land will contribute to the overall economic development of the local community.

2.5 Zoning

Pleasantrees will remain compliant at all times with the local zoning requirements set forth in the Town of Amherst's Zoning Bylaw. In accordance Section 3.363, Pleasantrees' proposed Marijuana Retail establishment is located in the Limited Business ("B-L") zoning district within the Research and Development ("R&D") Overlay, which allows Recreational Marijuana Retailers by Special Permit and Site Plan Review from the Zoning Board of Appeals.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Additionally, as stipulated in the Amherst Zoning Bylaw, the property is not within 300 feet of a building containing another marijuana establishment; in which children commonly congregate in an organized ongoing formal basis; owned by or operated as part of the campus of any private or public institution of higher learning; housing a public library; and containing any residential use. Additionally, the business is not located within a building that contains a pharmacy, medical doctor offices, or offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

Pleasantrees will comply with all state and local signage requirements and not allow cannabis plants, products and paraphernalia to be visible from the outside of the building, store cannabis in any form outside or create nuisance conditions. No smoking, burning, or consumption or any product containing marijuana or marijuana-related products shall be permitted on the premises.

Pleasantrees will apply for a Special Permit and Site Plan Review from the Zoning Board of Appeals and will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Pleasantrees will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Pleasantrees' proposed location.

3. MARKET RESEARCH

3.1 Industry

Pleasantrees' proposed location is located in Amherst. Surrounding areas include Leverett, Sunderland, Shutesbury, Pelham, Belchertown, Granby, Hadley, Hatfield, and Whately.

3.2 Customers

In Massachusetts, sales are expected to increase to \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

Pleasantrees' competitors near Amherst include Rise, Mass Alternative Care, and MassMedicum.

3.4 Competitive Advantage

Pleasantrees' competitive advantages over their competition include a dynamic team of industry professionals, women, minorities and veterans. Our management team is made up of the best in the industry and will ensure successful operations.

Our location is in close proximity to Amherst Center, seeing a greater number of traffic and pedestrians. We are positive that, of the possible dispensaries in the town, our location will supersede all others in sales, service and design.

Our leadership rating will surpass competition as we will target inclusion of diverse employees and customers. We will focus on equality opportunity for all races, religion, gender, sexual orientations. Our female and veteran leadership will be welcomed in the community and the marijuana industry.

The retail cannabis market is noted for being highly competitive. Pleasantrees possesses several strengths that will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, discounts offered for the products, and to some extent, the branding of the business.

3.5 Regulations

Pleasantrees will be registered to do business in the Commonwealth in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Pleasantrees will apply for all state and local permits and approvals required to renovate and operate the facility.

Pleasantrees will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.

The dispensary will remain under 24/7 security and remain compliant to the Commission regulations. Here we will sell adult-use marijuana products that have been tested and checked for qualities.

4. PRODUCT / SERVICE

4.1 Product and Service

RETAIL OPERATIONS:

Pleasantrees is committed to safe, secure, and comfortable dispensing environment for customers and standard operating procedures that are compliant with all Commission regulations.

Marijuana will be stored behind the counter, inaccessible to customers, with samples on display in secure locked cases. All other products will be stored in locked safes or vaults. All sales will be tracked in seed to sale tracking system accessible only to authorized agents, which will ensure the confidentiality, integrity, and availability of protected information as needed.

We reserve right to refuse service if deemed safety risk. Consumption on premises prohibited except for demonstrating/teaching purposes - no samples offered. All sales records kept for at least 2 years and include, but are not limited to, buyer name, quantity, form, cost, and agent name.

4.2 Pricing Structure

Pleasantrees pricing structure will be outlined by our management group. Our numbers reflect a 1-ounce flower price starting at \$340.

4.3 Intellectual Property Rights

Pleasantrees intellectual property rights for your product or service includes:

- Corporation Name: Pleasantrees, Inc.
- All supporting documentation for State of Massachusetts
- Business plans/ financials
- Branding
- Logo
- Website

4.4 Research and Development

Pleasantrees research and development activities include market data research, need of use, diversion prevention, population analysis, statistics, financial predictions, healthcare research, outreach. Hosted community outreach meetings for advocacy and customer education.

5. MARKETING and SALES

5.1 Growth Strategy

Pleasantrees' plan to grow the company includes:

- Team building of industry professionals
- Expand to three locations across Massachusetts.
- Community leadership and relations
- Increase variety of products and stains
- Marketing and media presence
- Strong board of directors aligned with mission
- Building local alliances
- Hiring locally and diversely
- Marijuana advocacy and education

5.2 Communication

Pleasantrees will engage in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) 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 shall include the statement "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and shall 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 face of the advertisement.

All marketing, advertising and branding produced by or on behalf of Pleasantrees shall include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(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 edibles 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."

Pleasantrees will communicate with our customers by social media, website, phone, and other communication methods such as email.

Pleasantrees 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.

5.3 Sales

Pleasantrees will sell its product and service by excellent customer service and POS systems by Leaf Logix.

Pleasantrees shall 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, shall not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings shall 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.” Pleasantrees will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package shall 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 Logo

Pleasantrees has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo is displayed below:



6. FINANCIAL PROJECTIONS

	FIRST FULL FISCAL YEAR PROJECTIONS 20 18	SECOND FULL FISCAL YEAR PROJECTIONS 20 19	THIRD FULL FISCAL YEAR PROJECTIONS 20 20
Projected Revenue	\$ 1,256,640.00	\$ 1,648,320.00	\$ 2,079,000.00
Projected Expenses	\$ 979,927.87	\$ 1,090,528.51	\$ 1,198,127.70
VARIANCE:	\$ 276,712.13	\$ 557,791.49	\$ 880,872.30
Number of unique patients for the year	308	404	525
Number of patient visits for the year	7392	9696	12600
Projected % of patient growth rate annually	---	31.17%	29.95%
Estimated purchased ounces per visit	0.5	0.5	0.5
Estimated cost per ounce	\$340	\$340	\$330
Total FTEs in staffing	11	14	18
Total marijuana for medical use inventory for the year (in lbs.)	300	400	500
Total marijuana for medical use sold for the year (in lbs)	231	303	394
Total marijuana for medical use left for roll over (in lbs.)	69	97	106

6.1 Financial Assumptions

Recreational Forecast:

- Direct Region is 471,000
- Massachusetts population 6,745,000
- The direct MA-CT Board Region is 2 Million
- The Tri-State Region NY, NJ, PA, CT is 20 Million
- Boarder states VT, NH, RI, and visitors – approximately \$1 Million.
- 14% is the national average for adult use consumers.
- By 2018-2020 there will be approximately 15 competitors in our area of operation.
- Estimated cost of recreational marijuana in Massachusetts is \$250 per ounce, on average each customer purchases .5 ounce per month, \$3,000 per customer per year.

6.2 Cash Flow

The Capitalization Budget and the Pre-Opening and Buildout Budget detailed below reflects the approximate funds required for both the Pleasantrees Registered Marijuana Dispensary and the proposed Retail Marijuana Establishment.

CAPITALIZATION BUDGET	AMOUNT
Application of Intent	\$ 1,500.00
Intent 2	\$ 1,500.00
Intent 3	\$ 1500.00
Management Operations Application	\$ 30,000.00
MOP 2	\$ 30,000.00

MOP 3	\$ 30,000.00
Background Checks	\$ 5,555.00
Siting Profile Location #1PCR	\$ 50,000.00
Siting 2 PCR	\$ 50,000.00
Siting 3 PCR	\$ 50,000.00
Commission Applications x3	\$ 5000.00
Marijuana Establishment retail license 1 x3	\$ 45,000.00
ME Cultivation license	\$ 15,000.00
Special Permit Location 1	\$ 25,000.00
Special Permit Location 2	\$ 5,000.00
Special permit location 3	\$ 5,000.00
Property Lease	\$ 45,000.00
Property Purchase 1 Amherst	\$ 1,500,00.00
Property Easthampton	\$ 2,000,000
Property build Greenfield	\$ 700,000.00
Closing Costs and Taxes	\$ 100,000.00
Architect/ Drawings	\$ 50,000.00
Survey Engineering	\$ 10,000.00
Environmental Survey/ Conservation	\$ 2000.00
Lawyer/ Legal Fees	\$ 100,000.00
Town Meetings / Architect Support	\$ 2,500.00
Novus Community development	\$ 100,000
Traffic Study	\$ 10,000.00
Office/ Postage	\$ 1,000.00
CPA	\$ 50,000.00
Charitable donations/ Community Outreach	\$ 100,000.00
TOTAL	\$ 5,115,555.00
PRE-OPENING and BUILDOUT BUDGET	AMOUNT
Leaf Logix Operation Plans, Handbooks	\$ 88,500.00
State Background Checks	\$ 3500.00
Insurance	\$ 100,000.00
Lawyer/ Legal Fees	\$ 50,000.00
Electric	\$ 14,500.00
Water	\$ 9,000.00
Wifi /Cable/ Phone	\$ 5,000.00
HIPPA Secure Database Protected	\$ 3,000.00
Computer Hardware, Routers	\$ 25,000.00
Computer Software/ POS System	\$ 30,000.00
Website	\$ 5,000.00
Backup Hardware/Storage	\$ 3,000.00
Banking	\$ 15,000.00
Business cards, Print Material, Menus, Pamphlets	\$ 5,000.00

Marketing, Advertisements, Public relations	\$ 6,000.00
T-shirts, Uniforms	\$ 3,000.00
Miscellaneous Supplies	\$ 5,500.00
Initial Retail Product Inventory	\$ 60,000.00
Employees	\$ 388,000.00
Health Care/Benefits	\$ 25,000.00
Management	\$ 200,000.00
Delivery Cars	\$ 70,000.00
Dispensary Remodel ALL IN @ 130. Per sq ft/ 18 sq ft facility	\$ 500,000.00
Dispensary Build out/ remodel	\$ 250,000.00
Dispensary build out	\$ 500,000. 00
Security systems 3 dispensaries	\$ 250,000.00
Cultivation security system	\$ 150,000.00
TOTAL PRE-OPENING	\$ 7,764,000.00
TOTAL STARTUP	\$ 12,879,555.00

DIVERSITY PLAN

Overview

Pleasantrees, Inc. (“Pleasantrees”) believes in creating and sustaining a robust policy of inclusivity and diversity. Pleasantrees recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Pleasantrees is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

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

Goals

In order for Pleasantrees to promote equity for the above-listed groups in its operations, Pleasantrees has established the following goals to increase the number of individuals falling into the above-listed demographics working in the establishment:

1. Women: 50%
2. Minorities: 15% (Note: Pleasantrees recognizes that it may be challenging to meet this goal given the demographics in the community in which it seeks to site)
3. Veterans: 5%
4. People with disabilities: 5%
5. People who identify as LGBTQ+: 5%

Diversity Recruitment and Sourcing

Pleasantrees’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants. Measures that Pleasantrees will take include:

- Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers, networking groups for those who identify as minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+, and posting job options on public boards. At least one (1) advertisement will occur whenever a job becomes available;
- Advertising employment opportunities and career fairs with organizations serving minorities, women, people who identify as LGBTQ+, veterans, and persons with disabilities for employment referrals, whenever a job becomes available;
- Providing briefings to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
- Encouraging employees from diverse groups to refer applicants for employment; and

- Participating in or hosting job fairs with a focus on attracting individuals falling into the above-listed demographics. Pleasantrees hopes to host at least one (1) job fair annually in the City of Easthampton.

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Pleasantrees's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Pleasantrees will offer promotions, career counseling, and training to provide employees with opportunity for growth and to decrease turnover. Pleasantrees will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Pleasantrees will ensure that all employees receive opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Pleasantrees anticipates hosting employee educational trainings at least twice annually.

Measuring Progress

The Director of Human Resources at Pleasantrees will be responsible for auditing the Diversity Plan annually upon Provisional Certificate Renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Number of employees identifying as from diverse backgrounds as outlined above;
- Number of promotions for people falling into the above-listed demographics since initial licensure;
- Number of and type of educational trainings held for employees.

Acknowledgements

- Pleasantrees will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Pleasantrees will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PLEASANTTREES, INC.

RETAILER ENERGY COMPLIANCE PLAN

Pleasantrees, Inc. (“Pleasantrees”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities.

Pleasantrees is also in the process of considering opportunities for renewable energy generation. Pleasantrees will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options. Nevertheless, our team is dedicated to consistently striving for sustainability and emissions reduction. Pleasantrees is pursuing multiple strategies to reduce electric demand. Programs may include lighting schedules, active load management, and energy storage programs. Pleasantrees will create an energy efficient lighting plan including the usage of energy saving light bulbs.

Pleasantrees also plans on engaging with energy efficiency programs offered by Mass Save and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Pleasantrees will also coordinate with its utility companies to explore any energy efficiency options available to Pleasantrees.

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Pleasantrees, Inc. (“Pleasantrees”) has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with the requirements of 935 CMR 500.000 and 935 CMR 501.000.

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

Pleasantrees will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of Pleasantrees’ marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, Pleasantrees will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, Pleasantrees will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Pleasantrees will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at Pleasantrees’ retailer or easily accessible at another Pleasantrees location and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Pleasantrees will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months. Pleasantrees may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

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

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21

years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105.

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

Pleasantrees will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Pleasantrees, Inc. (“Pleasantrees”) 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. At Pleasantrees’ co-located retail operations, for any individual who is younger than 21 years old but 18 years of age or older, they shall not be admitted unless they produce an active medical registration card issued by the Medical Use of Marijuana Program. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Pleasantrees 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 Pleasantrees 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). Pleasantrees 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), Pleasantrees will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Pleasantrees 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. Pleasantrees 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), Pleasantrees 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. Pleasantrees’ 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

Pleasantrees, Inc. (“Pleasantrees”) will comply with the following sanitary requirements:

1. Any Pleasantrees agent whose job includes contact with marijuana or nonedible marijuana products, including 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 Pleasantrees 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. Pleasantrees’ 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 Pleasantrees’ 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. Pleasantrees’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Pleasantrees 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. Pleasantrees’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Pleasantrees’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Pleasantrees’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Pleasantrees 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. Pleasantrees acknowledges and understands that the Commission may require Pleasantrees to demonstrate the intended and actual use of any toxic items found on Pleasantrees’ premises;
11. Pleasantrees 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 Pleasantrees’ needs;

12. Pleasantrees' 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. Pleasantrees will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Pleasantrees 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. Pleasantrees 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.

Pleasantrees' 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).

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

Pleasantrees 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 Pleasantrees 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

Pleasantrees 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 Pleasantrees 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 Pleasantrees' 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 Pleasantrees' 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.

Pleasantrees' 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*. Pleasantrees acknowledges and understands that the Commission may require additional testing.

Pleasantrees' 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 Pleasantrees 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.

Pleasantrees 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. Pleasantrees 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 Pleasantrees' 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 Pleasantrees 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

Pleasantrees, Inc. (“Pleasantrees”) will securely maintain personnel records, including registration status and background check records. Pleasantrees 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 Pleasantrees 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 Pleasantrees will undergo a detailed background investigation prior to being granted access to a Pleasantrees facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Pleasantrees 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, Pleasantrees 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, Pleasantrees 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, Pleasantrees 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 Pleasantrees or the Commission.

Personnel Policies and Training

As outlined in Pleasantrees' 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 Pleasantrees agents are required to complete training as detailed in Pleasantrees' Qualifications and Training plan which includes but is not limited to Pleasantrees' 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).

Pleasantrees 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 Pleasantrees 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

Pleasantrees, Inc. (“Pleasantrees”) 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 Pleasantrees documents. Records will be stored at Pleasantrees 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 Pleasantrees 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 Pleasantrees’ quarter-end closing procedures. In addition, Pleasantrees’ 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 Pleasantrees.
- 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 Pleasantrees 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
 - Pleasantrees 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
 - Pleasantrees 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
 - Pleasantrees 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, Pleasantrees 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 Pleasantrees 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 Pleasantrees' 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, Pleasantrees 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 Pleasantrees agents present during the disposal or other handling, with their signatures. Pleasantrees 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 Pleasantrees is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Pleasantrees 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 Pleasantrees' 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
 - Pleasantrees 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 Pleasantrees closes, all records will be kept for at least two (2) years at Pleasantrees' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Pleasantrees 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 Pleasantrees' 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 Pleasantrees' 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 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 Pleasantrees 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 Pleasantrees, 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 Pleasantrees' website.
- Policies and procedures for the handling of cash on Pleasantrees 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
 - Pleasantrees 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

Pleasantrees 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

Pleasantrees, Inc.'s ("Pleasantrees") 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 Pleasantrees.
- 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 Pleasantrees 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; and

- If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(15).
- 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
 - Pleasantrees 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

Pleasantrees, Inc. (“Pleasantrees”) will ensure that all employees hired to work at a Pleasantrees 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.

Pleasantrees will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Pleasantrees discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Pleasantrees 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 Pleasantrees’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Pleasantrees 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 Pleasantrees or by a third-party vendor engaged by the Pleasantrees. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Pleasantrees 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

Pleasantrees 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 Pleasantrees Agents which shall include:
 - Conduct of Pleasantrees 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.

Pleasantrees 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. Pleasantrees’ 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 Pleasantrees Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Pleasantrees to maintain designation as a Responsible Vendor. Once the Pleasantrees 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.