



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284245
Original Issued Date: 03/22/2022
Issued Date: 03/22/2022
Expiration Date: 03/22/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Dr.Greenthumb Greenfield LLC

Phone Number: 917-698-1107 Email Address: Dr.greenthumbmassachusetts@gmail.com

Business Address 1: 220-228 Main Street

Business Address 2:

Business City: Greenfield Business State: MA

Business Zip Code: 01301

Mailing Address 1: 19 Oak lane

Mailing Address 2:

Mailing City: Douglaston Mailing State: NY

Mailing Zip Code: 11363

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control:

50

Role: Owner / Partner

Other Role:

First Name: Justin

Last Name: Pagan

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity: Puerto Rican/Irish

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control:

50

Role: Owner / Partner

Other Role:

First Name: John

Last Name: Toro

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity: Puerto Rican

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Justin

Last Name: Pagan

Suffix:

Marijuana Establishment Name: Buudda Brothers LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

Individual 2

First Name: Justin

Last Name: Pagan

Suffix:

Marijuana Establishment Name: Buudda Brothers LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

Individual 3

First Name: Justin

Last Name: Pagan

Suffix:

Marijuana Establishment Name: Buudda Brothers LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

Individual 4

First Name: Justin

Last Name: Pagan

Suffix:

Marijuana Establishment Name: Buudda Brothers 90 Sargeant Street LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

Individual 5

Date generated: 04/05/2022

First Name: Justin Last Name: Pagan Suffix:
Marijuana Establishment Name: Buudda Brothers 90 Sargeant Street LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 6

First Name: John Last Name: Toro Suffix:
Marijuana Establishment Name: Buudda Brothers LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 7

First Name: John Last Name: Toro Suffix:
Marijuana Establishment Name: Buudda Brothers LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 8

First Name: Justin Last Name: Pagan Suffix:
Marijuana Establishment Name: Buudda Brothers LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 9

First Name: John Last Name: Toro Suffix:
Marijuana Establishment Name: Buudda Brothers 90 Sargeant Street LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 10

First Name: John Last Name: Toro Suffix:
Marijuana Establishment Name: Buudda Brothers 90 Sargeant Street LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 220-228 Main Street

Establishment Address 2:

Establishment City: Greenfield Establishment Zip Code: 01013

Approximate square footage of the establishment: 12000 How many abutters does this property have?: 52

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Documentation.pdf	pdf	61099c8665a78c37ab32c9e2	08/03/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant.pdf	pdf	610ad13eb6c7ee37de462c12	08/04/2021
Certification of Host Community Agreement	HCA Certification Form-220-228 Main Street.pdf	pdf	6111851485b72937d301484d	08/09/2021
Community Outreach	Newspaper_OutreachNotification Attachment	pdf	61aab17744de514a2949d73a	12/03/2021

Meeting Documentation	A.pdf			
Community Outreach Meeting Documentation	City_OutreachNotification Attachment B.pdf	pdf	61aab18414a8334a380e6a06	12/03/2021
Community Outreach Meeting Documentation	Virtual Outreach Host Community Approval.pdf	pdf	61ae5c9abf093f460253ae95	12/06/2021
Community Outreach Meeting Documentation	Instructions to Join Meeting and Access Public Website.pdf	pdf	61ae5fdd151a044618ec116a	12/06/2021
Community Outreach Meeting Documentation	Greenfield Community Outreach Meeting Website.pdf	pdf	61ae60b2151a044618ec1189	12/06/2021
Community Outreach Meeting Documentation	Number of Outreach Participants.pdf	pdf	61ae6513bf093f460253af1b	12/06/2021
Community Outreach Meeting Documentation	Attachment C - Documentation of Notice to Abutters - Requested by RFI.pdf	pdf	61ba54fd073d79445b0d31cf	12/15/2021

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	Revised Positive Impact Plan.pdf	pdf	61b244ec7baa3f462ea44b3e	12/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
 First Name: Justin Last Name: Pagan Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: John Last Name: Toro Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	610b388dc618dd39aab504e6	08/04/2021

Bylaws	Operating agreement.pdf	pdf	610bfe1c1cef2b37e5f48c03	08/05/2021
Secretary of Commonwealth - Certificate of Good Standing	COGS(SOS).jpeg	jpeg	61ae7425073d79445b0d0075	12/06/2021
Secretary of Commonwealth - Certificate of Good Standing	COGS (DUA) - Requested by RFI.pdf	pdf	61ae829ebf093f460253b056	12/06/2021
Department of Revenue - Certificate of Good standing	COGS (DOR) - Requested by RFI.pdf	pdf	61ba158684fb17447c43b5a5	12/15/2021

No documents uploaded

Massachusetts Business Identification Number: 001508145

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business plan - retail.pdf	pdf	610b4969c82bfb39cb217bf5	08/04/2021
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	610b4b5972db7037f432a8fb	08/04/2021
Proposed Timeline	Timeline of Operations.pdf	pdf	610b4c43f4f37839b1f2e4a6	08/04/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	inventory procedures .pdf	pdf	60e76dc87a4b3b034a680433	07/08/2021
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	610bfe7a67158339c0ec3213	08/05/2021
Restricting Access to age 21 and older	Restricting Access to 21 and Older.pdf	pdf	610bfe93c618dd39aab506b5	08/05/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	610bfef2b6c7ee37de463134	08/05/2021
Storage of marijuana	Storage of Marijuana.pdf	pdf	610bfefe65a78c37ab32d519	08/05/2021
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	610bff0a1cef2b37e5f48c14	08/05/2021
Inventory procedures	Inventory Procedures.pdf	pdf	610bff17324d4e3994c3c823	08/05/2021
Quality control and testing	Quality Control and Testing.pdf	pdf	610bff22f4f37839b1f2e646	08/05/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	610bff2dbde213399f80ee14	08/05/2021
Personnel policies including background checks	Personnel Policies.pdf	pdf	610bff391cef2b37e5f48c18	08/05/2021
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	610bff4365a78c37ab32d51d	08/05/2021
Maintaining of financial records	Maintenance of Financial Records.pdf	pdf	610bff50c82bfb39cb217da5	08/05/2021
Qualifications and training	Qualifications and Training.pdf	pdf	610bff87c618dd39aab506c9	08/05/2021
Security plan	Security Plan Greenfield.pdf	pdf	61aab3aaf2150048bcab4cef	12/03/2021
Diversity plan	Revised Diversity Plan.pdf	pdf	61ba5a33434e1f4432e3ab99	12/15/2021

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 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

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



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as “Attachment A.”

a. Date of publication:

b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as “Attachment B.”

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant’s proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as “Attachment C.” Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

DR.GREENTHUMB GREENFIELD LLC

Name of applicant's authorized representative:

Amanda Hayes

Signature of applicant's authorized representative:

Amanda Hayes





STAFF PHOTO/CAROL LOLLIS

Alexeya O'Brien hoes onions at the UMass Crop and Animal Research and Education Farm in South Deerfield.

UMass

FROM B3

The student farm also donates a large portion of its products to local hunger and relief agencies. The COVID-19 pandemic made this difficult for the preceding 2020 farm students, with donations decreasing from years past.

Using the past to move forward

Understaffed and uncertain about the effects the pandemic would have on the farm, Brown was conflicted when the university closed most campus operations in March of 2020.

"Do we just say, 'This year we're gonna put everything in cover crop and just walk away?'" Brown remembered.

While weighing her options, Brown found inspiration from an unusual source: a couple singing on YouTube.

"It's really sweet, this husband and wife talk about being in quarantine and COVID," Brown said. "And how they just keep going on, because what else are you gonna do?"

So Amanda kept on going. "We decided (shutting down the farm for a season) was a terrible idea because we're farmers," she said, "and we wanted our students to also (know), if you can farm through this pandemic, you can do anything."

With the help and cooperation of the Center for Agriculture, Food, and the Environment (CAFE) faculty and staff, who manage and maintain the five other farm and research facilities associated with UMass Amherst, Brown was able to plant and nurture early season produce including winter squash and potatoes in South Deerfield.

Besides these early season crops, the majority of the planting was transferred to the Agricultural Learning Center. With students learning from home, Brown — alongside farm managers Jason Dragon and Tom Mirabile and graduate teaching assistant Arthur Siller — completed the work originally intended for 14 people in four months.

"All of this was for the benefits of the students, really," Brown said. "This is their farm."

The farm students returned in July 2020 to pick up where Brown and company had left off.

Passing down knowledge

A new crop of students manages the farm each year, publishing and passing down roughly 300 original pages of lessons from their work. This yearly manual includes notes on individual crops and take-aways about group dynamics.

Lucia Nicastro, a 2020 farm student, wrote, "You're not just a worker on the farm blindly taking orders, or a student in the classroom following a rigid curriculum; you are the UMass Student Farm, and its legacy is up to you and your teammates."

The 2020 student farmers passed the spade to the 2021 students, who think of previous students as "ancestors" guiding them in their growing processes, mental development and emotional resonance with their crops.

"You can go back five years and sort of see how the wealth of knowledge has been built upon by each crew," O'Brien said.

Weeks after the hike up Mount Sugarloaf, Ross and O'Brien are hard at work at the Agricultural Learning Center; the warm spring weather leading them to shed layers of clothing throughout the day.

They push wheelbarrows full of organic compost to the greenhouse and dump the earthy remnants of produce, spreading it on raised garden beds with their bare hands. Ross loves the smell.

All the farmers then gather to pull weeds around the roots of premature apple trees. The teamwork past farmers had written about, which sometimes feels abstract behind computer screens, was now in full force.

O'Brien is excited for what comes next and ready to do it as a team.

This story is part of The Great Experiment, a series produced for the Daily Hampshire Gazette by Professor Kathy Roberts Forde's Longform Narrative class in the Journalism Department at UMass Amherst.

SUDOKU ANSWER

7	8	5	6	3	1	2	9	4
2	1	3	9	7	4	6	5	8
9	6	4	5	8	2	1	7	3
1	2	7	3	6	4	9	8	5
5	7	9	1	2	8	3	6	4
6	3	8	2	5	9	4	1	7
4	5	1	8	2	6	7	3	9
3	9	6	7	1	5	8	4	2
8	2	7	9	3	5	6	1	4

6/2/21

WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

ACCIDENTAL PHONE CALLS

Solution: 5 letters

D U K K S S G N I T T E S C C
 L N L C T N E M T R A P M O C
 E A O M O B I L E E E I M N O
 T W N P P L E N P A C M I V M
 A A Y G S V E I K R U U S E M
 R R R B I E W E O N D F I R A
 B E R L R S R P I D A F N S N
 I C O C G E H C N N P L T A D
 V I S A N O A E O U Y E E T S
 O P B I N T T K R O E D R I I
 I I P E I S H S S S K I P O T
 C E V O I C E M A I L R R N T
 E N N L U R A N D O M E E E I
 S T I M E C R S L L A C T P N
 D U O L L E H E P A N T S O G

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6/2

Bags, Break, Calls, Commands, Communication, Compartment, Conversation, Direct, Hear, Hello, Keypad, Listen, Live, Lock, Loud, Microphone, Misinterpret, Mobile, Muffled, Open, Pants, Pouch, Purse, Random, Recipient, Respond, Screen, Settings, Signal, Sitting, Sorry, Sound, Speaker, Stop, Swipe, Talk, Time, Unaware, Vibrate, Voicemail, Voices

Yesterday's Answer: Swarmageddons

Treasuries 22 through 43 can be purchased online at www.WonderWordBooks.com.

LEGAL NOTICES

Legals

LEGAL NOTICE

Notice is hereby given pursuant to the provisions of Chapter 138 of the Massachusetts General Laws, as amended that application has been made by Streamline Classics LLC of 53 Main Street Suite B, Athol, MA 01331 to the Athol Local Licensing Authority for application for a class II Automotive dealership license located at 53 Main Street Suite B, Athol, MA 01331

Class II Automotive dealership license
 Streamline Classic LLC
 53 Main Street Suite B,
 Athol, MA 01331

To Be Managed by:
 Brian Joseph Teason

Public Hearing for this application will be held on Tuesday, June 15th at 7:00 in Room 21 of Memorial Hall, 584 Main St., Athol, MA. Those interested in providing comments both oral and / or written may do so by attending this hearing.

Rebecca J. Bialecki, Chairman
 Alan D. Dodge Vice Chairman
 Stephen R. Raymond
 Mitchell R. Grosky
 Andrew J. Sujdak
 Athol Board of Selectmen
 June 2

132389

Legals

LEGAL NOTICE CITY OF GREENFIELD CONSERVATION COMMISSION

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c 131, s 40, the Greenfield Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Big Y Foods, Inc. for the proposed milling and re-paving of the parking lot at 225-245 Mohawk Trail (Map 44, Lot 4). The public meeting will be held on Tuesday, June 8th, 2021, at 6:30 PM, through the following Zoom details: Meeting Link: <https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=m3e075f38ee64181eb2ee75c5ae420fe8>, Meeting ID: 132 984 2285, Passcode: GDuvvn3eJ32, Dial-in #: 1-408-418-9388. The filing is available for public review through the Conservation Agent at cassie.tragert@greenfield-ma.gov or by phone at 413- 772-1548 x3

131753

Legals

NOTICE OF PUBLIC HEARING CITY OF GREENFIELD, MASSACHUSETTS

Notice is hereby given that the Greenfield Zoning Board of Appeals will hold a public hearing on **Thursday, June 10, 2021 at 7:15 p.m.** through Webex, on the application of CUCA, Inc. (Terrazza) for property located at 277 Silver Street (Assessor's Tax Map 113, Lot 7), which is located in the Urban Residential (RA) Zoning District, for a special permit pursuant to Sections 200-6.7(B) and 200-8.3 of the Zoning Ordinance, in order to allow an off-premise sign at the corner of Silver Street and Country Club Road for Terrazza Restaurant. To access the Webex meeting, use the following link:

<https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=med433181ec8318a465ad3fdd50cb774>
 Meeting number (access code): 132 197 1434

Join by phone: +1-408-418-9388 United States Toll

All interested persons should attend the hearing.

Zoning Board of Appeals
 Mark Maloney
 Chairman
 May 26, June 2

86287

Legals

NOTICE OF PUBLIC HEARING CITY OF GREENFIELD, MASSACHUSETTS

Notice is hereby given that the Greenfield Planning Board will hold a public hearing on Thursday, June 17, 2021 at 6:00 p.m. through Webex, on the application of Larry Roux for property located at 303 Leyden Road (Assessor's Tax Map R22, Lot 17), which is located in the Rural Residential (RC) Zoning District, for a special permit pursuant to Sections 200-4.2(C21), 200-8.3, and 200-8.4 of the Zoning Ordinance, in order to allow a change of the use group of an existing detached accessory building from Home Office to Accessory Dwelling Unit Detached at this location. To access the Webex meeting, use the following link:

<https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=m4dfcaf38a12b217d26904bb8574cac6>
 Meeting number (access code): 132 576 2690
 Join by phone: +1-408-418-9388 United States Toll

All interested persons should attend the hearing.

Zoning Board of Appeals
 Mark Maloney
 Chairman
 June 2, 9

131588

Do you have a Legal Notice to publish?

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

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

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

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

Please call **Suzanne** at **413-772-0261 x228** with any questions about placing legal notices in the Recorder.

Legals

NOTICE

The Conway Conservation Commission will hold a public meeting at the Conway Town Hall, 5 Academy Hill Rd, to review an NOI or the construction of a cell tower and access road.

Filed by: Vertex Tower Assets

Located at: 1384 South Deerfield Road, Conway

The meeting will be held on: Tuesday June 8th, 2021, at 8:10 PM The meeting is open to the public and all interested parties are encouraged to attend. Those interested in calling in may do so by contacting the person below.

Submitted by: Bruton Strange
 Phone: 413 625-6805

June 2

131707

Call 413-772-0261 to place your Legal Notice or e-mail at legalads@recorder.com Deadline for Legal Notices is Noon 2 days prior to publication

Legals

The New Salem Planning Board will hold a public hearing on June 16, 2021 regarding the special permit application by SBA Towers V, LLC, to continue to maintain and operate the wireless communications tower and accessory facilities located near 38 Blueberry Hill Road (Parcel ID: 403-50.1). The hearing will be held at 7:00 PM via Zoom. Meeting ID: 829 3160 7673 Passcode: 189746

David Cramer, Clerk
 New Salem Planning Board
 May 26, June 2
 130382

Legals

Town of Leyden Planning Board Notice of Public Hearing

Notice is hereby given in accordance with M.G.L. Chapter 40A, Section 5, and the Leyden Zoning Bylaws that the Planning Board will hold a public hearing on Wed. June 16, 2020, at 7:00 p.m., at the Town Offices at 7 Brattleboro Road, Leyden, on a proposed new Zoning Bylaw **Section 5.12, Large-Scale Ground-Mounted Solar Photovoltaic Installations**. The purpose of this public hearing is to provide interested parties with the opportunity to comment on this proposed new land use in a designated area of Town, namely a 7.85-acre parcel of land behind the current Town Office Building and Pavilion.

For review purposes only, a copy of the proposed Zoning Bylaw Section is available for inspection in the office of the Municipal Assistant at the 7 Brattleboro Road Town Offices during that office's regular business hours, or on the Leyden Town website at <https://www.townofleyden.com>

James Brodeur, Chairman
 Leyden Planning Board

June 2, 9

131597

Adopting a Pet?



Visit us in Leverett. Spay/Neuter surgery available in Springfield.

Springfield Adoption & Education Center - 12:30pm - 5:30pm Tuesdays - Sundays
 Leverett Adoption Center - 12:30pm - 4:30pm Tuesdays - Sundays



DAKIN HUMANE SOCIETY
413-548-9898
www.dakinhumane.org

Zoning Board of Appeals
 Mark Maloney
 Chairman
 June 2, 9

Legals

Outreach Meeting

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 16, 2021 at 6:00 p.m. EST. The proposed retail Marijuana Establishment is anticipated to be located at 220-228 Main Street, Greenfield, MA. Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID: 92947992456. Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access agenda and meeting materials, please visit: <https://tinyurl.com/220mainstreet>. There will be an opportunity for the public to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by emailing law@ideasplusplus.com or by calling 413-351-3922. Please contact us by email or phone with questions about or problems joining the meeting, and for any other assistance.

June 2

131709

Legals

**Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court
 Worcester Probate and Family Court
 225 Main Street
 Worcester, MA 01608
 (508)831-2200**

CITATION ON PETITION FOR FORMAL ADJUDICATION Docket No. WO21PI1698EA

Estate of Patricia Marie Roix Also known as: Patricia M. Roix Date of Death: 11/07/2020

To all interested persons: A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Steven P. Roix of Somerville, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The petitioner requests that: Steven P. Roix of Somerville, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 06/15/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED

ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. WITNESS, Hon. Leilah A. Keamy, First Justice of this Court. Date: May 21, 2021

Stephanie K. Fattman, Register of Probate
 June 2

131157

Please Recycle This Newspaper

Car to sell?
 Classified Advertising gets the word out!

ATTACHMENT B

EN CLAVE LEGAL, LLC

384 Dwight Street, Ste B, Holyoke, MA 01040
T 413.351.3922 law@ideasplusllc.com

June 2, 2021

GREENFIELD CITY CLERK
CITY HALL, ROOM 104
14 COURT SQUARE
GREENFIELD, MA 01301

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a retail proposed cannabis establishment is scheduled for Wednesday, June 16, 2021 at 6:00 p.m., EST.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on proposed establishments (retail) to be located at 220-228 Main Street, Greenfield, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: <https://tinyurl.com/220mainstreet>.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by emailing law@ideasplusllc.com or by calling 413-351-3922. Please contact us by email or phone with questions about or problems joining the meeting and for any other assistance.

More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

cc: Greenfield Planning Board

ATTACHMENT C

EN CLAVE LEGAL, LLC

A MASSACHUSETTS LAW FIRM

384 Dwight Street, Suite B law@ideasplusllc.com
Holyoke, MA 01040 T 413.351.3922

June 4, 2021

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Dear Valued Neighbor,

We are writing to you to provide notice that a virtual Community Outreach Meeting for a proposed retail Marijuana Establishment is scheduled for Wednesday, June 16, 2021 at 6:00 p.m., EDT.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed retail marijuana establishment anticipated to be located at 220-228 Main Street, Greenfield, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

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More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

VIRTUAL COMMUNITY OUTREACH MEETING

VIRTUAL COMMUNITY OUTREACH MEETING

In compliance with the Administrative Order Allowing Virtual Web-Based Community Outreach Meetings, issued April 27, 2020, Dr.Greenthumb Greenfield LLC, the Applicant, would like to provide the Cannabis Control Commission (the "CCC") with the following information as required.

Number of Participants at Virtual Community Outreach Meeting: 7 (seven)

Please also find attached a recording of the virtual community outreach meeting.

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

In accordance with 935 CMR 500.101(1)(a)(10), Dr.Greenthumb Greenfield LLC ("GT") will maintain a plan to ensure the marijuana establishment will be compliant with local codes, ordinances and bylaws for the physical address of the establishment.

GT is committed to remaining compliant with the City of Greenfield Zoning Ordinance Section 200-7.17: Marijuana Establishments. In adherence to the City of Greenfield Zoning Ordinance Section 200-7.17(E), GT will be in compliance with both operational and physical requirements:

- GT will only use their designated square footage of 12,000 sq. ft. for the purpose of operating such an establishment;
- GT will strictly prohibit marijuana from being smoked, eaten or otherwise consumed or ingested within the premises of the marijuana establishment;
- Operations, including deliveries to and from any marijuana facility, will not occur outside the hours of 7 a.m. to 10 p.m.;
- All aspects of GT's marijuana establishment will take place at GT's fixed location, 220-228 Main Street, Greenfield and within GT's fully enclosed building;
- GT provide the Greenfield Police Department, Building Inspector and the Special Permit Granting Authority with the names, phone numbers and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment;
- There will be no outside storage;
- GT's retail establishment shall not exceed a gross floor area in excess of 12,000 sq. ft.
- GT's establishment will be ventilated in such a manner that no odor from GT's retail establishment may be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to the marijuana establishment; and
- All signage used at the location will be in compliance with the City of Greenfield Zoning Ordinance Section 200-6.7.

After submitting its license application to the Cannabis Control Commission (the "Commission"), GT intends to apply for a special permit with the City of Greenfield to operate a retail marijuana establishment to be located at 220-228 Main Street, Greenfield. As part of its special permit application and in compliance with the requirements set forth in Section 200-7.17(F), GT will provide the following to the City of Greenfield:

- a. proof that the application to the Commission has been deemed complete pursuant to 935 CMR 500.102;
- b. the name and address of each owner of the facility;

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

- c. copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the marijuana establishment;
- d. evidence of the Applicant's right to use the site of the marijuana establishment for the marijuana establishment, such as a deed, or lease;
- e. if the Applicant is a business organization, a statement under oath disclosing all of its owners, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of the owners of such entities until the disclosure contains the names of individuals;
- f. a certified list of all parties in interest entitled to notice of the hearing for the special permit application, taken from the most recent tax list of the City and certified by the City Assessor; and
- g. an approval letter from the Greenfield Chief of Police regarding the proposed security measures for the Marijuana Establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of persons and to protect the premises from theft.

In addition, GT will also meet and maintain the necessary findings required to be issued and to maintain a special permit. Specifically, the Special Permit Authority of Greenfield may issue a special permit only if the following mandatory findings are made:

- a. The marijuana establishment is designed to minimize any adverse visual or economic impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A, §11; and
- b. The marijuana establishment demonstrates that it will meet all permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations.

GT intends to employ a Chief Compliance Officer to ensure that GT remains compliant with the City of Greenfield Zoning Ordinance and with the regulations set forth by the Commonwealth of Massachusetts. The Chief Compliance Officer will be held responsible for:

1. Developing standards with operational leaders and implementing procedures to ensure that the compliance programs throughout the organization are effective and efficient in identifying, preventing, detecting and correcting noncompliance with applicable laws and regulations;
2. Periodically revising policies and procedures in light of changes;
3. Routine audits and meetings to ensure that GT is aware of and is taking steps toward remaining compliant with relevant changes to laws, regulatory requirements, policies and procedures;
4. Providing strategic direction to the management team on compliance;

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

5. Providing guidance, advice and/or training to improve business understanding of related laws and regulatory requirements;
6. Overseeing compliance within the GT organization;
7. Staying abreast of ever-changing regulations set forth within the Greenfield Zoning Ordinance and 935 CMR 500 regulations;
8. Interacting with regulators on compliance issues; and
9. Quarterly meetings with the City of Greenfield to ensure, in writing, that all business-related practices continue to remain compliant with both the Zoning Ordinance and state regulations.

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Dr.Greenthumb Greenfield LLC

2. Name of applicant’s authorized representative:

Justin Pagan

3. Signature of applicant’s authorized representative:

Justin Pagan

4. Name of municipality:

City of Greenfield

5. Name of municipality’s contracting authority or authorized representative:

Roxann Wedegartner, Mayor



6. Signature of municipality's contracting authority or authorized representative:

Mayor Susan Welego

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mayor@greenfield-ma.gov

8. Host community agreement execution date:

April 28, 2021





STAFF PHOTO/CAROL LOLLIS

Alexeya O'Brien hoes onions at the UMass Crop and Animal Research and Education Farm in South Deerfield.

UMass

FROM B3

The student farm also donates a large portion of its products to local hunger and relief agencies. The COVID-19 pandemic made this difficult for the preceding 2020 farm students, with donations decreasing from years past.

Using the past to move forward

Understaffed and uncertain about the effects the pandemic would have on the farm, Brown was conflicted when the university closed most campus operations in March of 2020.

"Do we just say, 'This year we're gonna put everything in cover crop and just walk away?'" Brown remembered.

While weighing her options, Brown found inspiration from an unusual source: a couple singing on YouTube.

"It's really sweet, this husband and wife talk about being in quarantine and COVID," Brown said. "And how they just keep going on, because what else are you gonna do?"

So Amanda kept on going. "We decided (shutting down the farm for a season) was a terrible idea because we're farmers," she said, "and we wanted our students to also (know), if you can farm through this pandemic, you can do anything."

With the help and cooperation of the Center for Agriculture, Food, and the Environment (CAFE) faculty and staff, who manage and maintain the five other farm and research facilities associated with UMass Amherst, Brown was able to plant and nurture early season produce including winter squash and potatoes in South Deerfield.

Besides these early season crops, the majority of the planting was transferred to the Agricultural Learning Center. With students learning from home, Brown — alongside farm managers Jason Dragon and Tom Mirabile and graduate teaching assistant Arthur Siller — completed the work originally intended for 14 people in four months.

"All of this was for the benefits of the students, really," Brown said. "This is their farm."

The farm students returned in July 2020 to pick up where Brown and company had left off.

Passing down knowledge

A new crop of students manages the farm each year, publishing and passing down roughly 300 original pages of lessons from their work. This yearly manual includes notes on individual crops and take-aways about group dynamics.

Lucia Nicastro, a 2020 farm student, wrote, "You're not just a worker on the farm blindly taking orders, or a student in the classroom following a rigid curriculum; you are the UMass Student Farm, and its legacy is up to you and your teammates."

The 2020 student farmers passed the spade to the 2021 students, who think of previous students as "ancestors" guiding them in their growing processes, mental development and emotional resonance with their crops.

"You can go back five years and sort of see how the wealth of knowledge has been built upon by each crew," O'Brien said.

Weeks after the hike up Mount Sugarloaf, Ross and O'Brien are hard at work at the Agricultural Learning Center; the warm spring weather leading them to shed layers of clothing throughout the day.

They push wheelbarrows full of organic compost to the greenhouse and dump the earthy remnants of produce, spreading it on raised garden beds with their bare hands. Ross loves the smell.

All the farmers then gather to pull weeds around the roots of premature apple trees. The teamwork past farmers had written about, which sometimes feels abstract behind computer screens, was now in full force.

O'Brien is excited for what comes next and ready to do it as a team.

This story is part of The Great Experiment, a series produced for the Daily Hampshire Gazette by Professor Kathy Roberts Forde's Longform Narrative class in the Journalism Department at UMass Amherst.

SUDOKU ANSWER

7	8	5	6	3	1	2	9	4
2	1	3	9	7	4	6	5	8
9	6	4	5	8	2	1	7	3
1	2	7	3	6	4	9	8	5
5	7	9	1	2	8	3	6	4
6	3	8	2	5	9	4	1	7
4	5	1	8	2	6	7	3	9
3	9	6	7	1	5	8	4	2
8	2	7	9	3	5	6	1	4

6/2/21

WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

ACCIDENTAL PHONE CALLS

Solution: 5 letters

D U K K S S G N I T T E S C C
 L N L C T N E M T R A P M O C
 E A O M O B I L E E E I M N O
 T W N P P L E N P A C M I V M
 A A Y G S V E I K R U U S E M
 R R R B I E W E O N D F I R A
 B E R L R S R P I D A F N S N
 I C O C G E H C N N P L T A D
 V I S A N O A E O U Y E E T S
 O P B I N T T K R O E D R I I
 I I P E I S H S S S K I P O T
 C E V O I C E M A I L R R N T
 E N N L U R A N D O M E E E I
 S T I M E C R S L L A C T P N
 D U O L L E H E P A N T S O G

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6/2

Bags, Break, Calls, Commands, Communication, Compartment, Conversation, Direct, Hear, Hello, Keypad, Listen, Live, Lock, Loud, Microphone, Misinterpret, Mobile, Muffled, Open, Pants, Pouch, Purse, Random, Recipient, Respond, Screen, Settings, Signal, Sitting, Sorry, Sound, Speaker, Stop, Swipe, Talk, Time, Unaware, Vibrate, Voicemail, Voices

Yesterday's Answer: Swarmageddons

Treasuries 22 through 43 can be purchased online at www.WonderWordBooks.com.

LEGAL NOTICES

Legals

LEGAL NOTICE

Notice is hereby given pursuant to the provisions of Chapter 138 of the Massachusetts General Laws, as amended that application has been made by Streamline Classics LLC of 53 Main Street Suite B, Athol, MA 01331 to the Athol Local Licensing Authority for application for a class II Automotive dealership license located at 53 Main Street Suite B, Athol, MA 01331

Class II Automotive dealership license
 Streamline Classic LLC
 53 Main Street Suite B,
 Athol, MA 01331

To Be Managed by:
 Brian Joseph Teason

Public Hearing for this application will be held on Tuesday, June 15th at 7:00 in Room 21 of Memorial Hall, 584 Main St., Athol, MA. Those interested in providing comments both oral and / or written may do so by attending this hearing.

Rebecca J. Bialecki, Chairman
 Alan D. Dodge Vice Chairman
 Stephen R. Raymond
 Mitchell R. Grosky
 Andrew J. Sujdak
 Athol Board of Selectmen
 June 2

132389

Legals

LEGAL NOTICE CITY OF GREENFIELD CONSERVATION COMMISSION

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c 131, s 40, the Greenfield Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Big Y Foods, Inc. for the proposed milling and re-paving of the parking lot at 225-245 Mohawk Trail (Map 44, Lot 4). The public meeting will be held on Tuesday, June 8th, 2021, at 6:30 PM, through the following Zoom details: Meeting Link: <https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=m3e075f38ee64181eb2ee75c5ae420fe8>, Meeting ID: 132 984 2285, Passcode: GDuvvn3eJ32, Dial-in #: 1-408-418-9388. The filing is available for public review through the Conservation Agent at cassie.tragert@greenfield-ma.gov or by phone at 413- 772-1548 x3

131753

Legals

NOTICE OF PUBLIC HEARING CITY OF GREENFIELD, MASSACHUSETTS

Notice is hereby given that the Greenfield Zoning Board of Appeals will hold a public hearing on **Thursday, June 10, 2021 at 7:15 p.m.** through Webex, on the application of CUCA, Inc. (Terrazza) for property located at 277 Silver Street (Assessor's Tax Map 113, Lot 7), which is located in the Urban Residential (RA) Zoning District, for a special permit pursuant to Sections 200-6.7(B) and 200-8.3 of the Zoning Ordinance, in order to allow an off-premise sign at the corner of Silver Street and Country Club Road for Terrazza Restaurant. To access the Webex meeting, use the following link:

<https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=med433181ec8318a465ad3fdd50cb774>
 Meeting number (access code): 132 197 1434

Join by phone: +1-408-418-9388 United States Toll

All interested persons should attend the hearing.

Zoning Board of Appeals
 Mark Maloney
 Chairman
 May 26, June 2

86287

Legals

NOTICE OF PUBLIC HEARING CITY OF GREENFIELD, MASSACHUSETTS

Notice is hereby given that the Greenfield Planning Board will hold a public hearing on Thursday, June 17, 2021 at 6:00 p.m. through Webex, on the application of Larry Roux for property located at 303 Leyden Road (Assessor's Tax Map R22, Lot 17), which is located in the Rural Residential (RC) Zoning District, for a special permit pursuant to Sections 200-4.2(C21), 200-8.3, and 200-8.4 of the Zoning Ordinance, in order to allow a change of the use group of an existing detached accessory building from Home Office to Accessory Dwelling Unit Detached at this location. To access the Webex meeting, use the following link:

<https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=m4dfcaf38a12b217d26904bb8574cac6>
 Meeting number (access code): 132 576 2690
 Join by phone: +1-408-418-9388 United States Toll

All interested persons should attend the hearing.

Zoning Board of Appeals
 Mark Maloney
 Chairman
 June 2, 9

131588

Do you have a Legal Notice to publish?

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

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

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

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

Please call **Suzanne** at **413-772-0261 x228** with any questions about placing legal notices in the Recorder.

Legals

NOTICE

The Conway Conservation Commission will hold a public meeting at the Conway Town Hall, 5 Academy Hill Rd, to review an NOI or the construction of a cell tower and access road.

Filed by: Vertex Tower Assets

Located at: 1384 South Deerfield Road, Conway

The meeting will be held on: Tuesday June 8th, 2021, at 8:10 PM The meeting is open to the public and all interested parties are encouraged to attend. Those interested in calling in may do so by contacting the person below.

Submitted by: Bruton Strange
 Phone: 413 625-6805

June 2

131707

Call 413-772-0261 to place your Legal Notice or e-mail at legalads@recorder.com Deadline for Legal Notices is Noon 2 days prior to publication

Legals

The New Salem Planning Board will hold a public hearing on June 16, 2021 regarding the special permit application by SBA Towers V, LLC, to continue to maintain and operate the wireless communications tower and accessory facilities located near 38 Blueberry Hill Road (Parcel ID: 403-50.1). The hearing will be held at 7:00 PM via Zoom. Meeting ID: 829 3160 7673 Passcode: 189746

David Cramer, Clerk
 New Salem Planning Board
 May 26, June 2

130382

Legals

Town of Leyden Planning Board Notice of Public Hearing

Notice is hereby given in accordance with M.G.L. Chapter 40A, Section 5, and the Leyden Zoning Bylaws that the Planning Board will hold a public hearing on Wed. June 16, 2020, at 7:00 p.m., at the Town Offices at 7 Brattleboro Road, Leyden, on a proposed new Zoning Bylaw **Section 5.12, Large-Scale Ground-Mounted Solar Photovoltaic Installations**. The purpose of this public hearing is to provide interested parties with the opportunity to comment on this proposed new land use in a designated area of Town, namely a 7.85-acre parcel of land behind the current Town Office Building and Pavilion.

For review purposes only, a copy of the proposed Zoning Bylaw Section is available for inspection in the office of the Municipal Assistant at the 7 Brattleboro Road Town Offices during that office's regular business hours, or on the Leyden Town website at <https://www.townofleyden.com>

James Brodeur, Chairman
 Leyden Planning Board

June 2, 9

131597

Adopting a Pet?



Visit us in Leverett. Spay/Neuter surgery available in Springfield.

Springfield Adoption & Education Center - 12:30pm - 5:30pm Tuesdays - Sundays
 Leverett Adoption Center - 12:30pm - 4:30pm Tuesdays - Sundays



DAKIN HUMANE SOCIETY
413-548-9898
www.dakinhumane.org

Zoning Board of Appeals
 Mark Maloney
 Chairman
 June 2, 9

Legals

Outreach Meeting

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June 2

131709

Legals

**Commonwealth of Massachusetts
 The Trial Court
 Probate and Family Court
 Worcester Probate and Family Court
 225 Main Street
 Worcester, MA 01608
 (508)831-2200**

CITATION ON PETITION FOR FORMAL ADJUDICATION Docket No. WO21PI1698EA

Estate of Patricia Marie Roix Also known as: Patricia M. Roix Date of Death: 11/07/2020

To all interested persons: A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Steven P. Roix of Somerville, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The petitioner requests that: Steven P. Roix of Somerville, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 06/15/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED

ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. WITNESS, Hon. Leilah A. Keamy, First Justice of this Court. Date: May 21, 2021

Stephanie K. Fattman, Register of Probate
 June 2

131157

Please Recycle This Newspaper

Car to sell?
 Classified Advertising gets the word out!

ATTACHMENT B

EN CLAVE LEGAL, LLC

384 Dwight Street, Ste B, Holyoke, MA 01040
T 413.351.3922 law@ideasplusllc.com

June 2, 2021

GREENFIELD CITY CLERK
CITY HALL, ROOM 104
14 COURT SQUARE
GREENFIELD, MA 01301

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

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Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: <https://tinyurl.com/220mainstreet>.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by emailing law@ideasplusllc.com or by calling 413-351-3922. Please contact us by email or phone with questions about or problems joining the meeting and for any other assistance.

More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

cc: Greenfield Planning Board



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

PLANNING AND DEVELOPMENT

ERIC TWAROG

Director

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1549 • eric.twarog@greenfield-ma.gov • www.greenfield-ma.gov

December 6, 2021

En Clave Legal, LLC
384 Dwight Street, Suite B
Holyoke, MA 01040

Re: Dr. Greenthumb Greenfield, LLC Virtual Community Outreach Meeting

To Whom It May Concern:

This letter is to confirm that your office notified the City of Greenfield's City Clerk's Office on June 2, 2021 regarding the Virtual Community Outreach Meeting hosted by Dr. Greenthumb Greenfield, LLC on June 16, 2021 at 6:00 PM. The City Clerk's office provided the attached email confirming receipt of the notice and approving your office to move forward with your meeting. We are in full support of this project and look forward to working with your clients to bring their retail establishment to our City.

If you have any questions or need further assistance, please feel free to contact me directly at (413) 772-1549 or eric.twarog@greenfield-ma.gov.

Sincerely,

Eric Twarog, AICP
Director, Department of Planning & Development

Attachments



Eric Twarog <eric.twarog@greenfield-ma.gov>

Notice of Community Outreach Meeting

Geneva Bickford <geneva.bickford@greenfield-ma.gov>

Wed, Jun 2, 2021 at 3:37 PM

To: Amanda Hayes <amanda@ideasplusllc.com>

Cc: "cityclerk@greenfield-MA.gov" <cityclerk@greenfield-ma.gov>, EricT@greenfield-ma.gov, Amanda Hayes <law@ideasplusllc.com>

Received.

Thanks,

Geneva

Geneva Bickford

Assistant City Clerk

14 Court Square

Greenfield, MA 01301

Email: geneva.bickford@greenfield-ma.gov

Phone: 413-772-1555

Fax: 413-772-1542

IMPORTANT UPCOMING DATES:

4/26/2021 Nomination papers will be available in the City Clerk's Office

****Tuesday, September 14, 2021: Local Preliminary Election**

Tuesday, November 2, 2021: Local Election

****A PRELIMINARY ELECTION MAY NOT BE NECESSARY**

**As of Monday, March 15, 2021 Greenfield City Clerk's Office will be open from 10 a.m. to 1 p.m., Monday - Friday.
All VITAL RECORDS REQUESTS REQUIRE 24 HOURS NOTICE BEFORE PICKUP.**

As always you may order vital records and dog licenses online by using the following link:

<https://unipaygold.unibank.com/customerinfo.aspx> or you may send a request in writing to the City Clerk's Office, 14 Court Sq., Greenfield, MA 01301, your request must include payment along with a self addressed stamped envelope, if you are ordering a dog license you MUST provide a copy of your most recent rabies paperwork which will be returned to you.

For Marriage Intentions you must call (413-772-1555 xtn. 6162) to schedule an appointment.

**For further information please visit the City Clerk's website: <https://greenfield-ma.gov/p/16/City-Clerks-Office>.
You may also contact us by telephone (413-772-1555 xtn. 6162) or email (cityclerk@greenfield-ma.gov).**

[Quoted text hidden]



Eric Twarog <eric.twarog@greenfield-ma.gov>

Notice of Community Outreach Meeting

Amanda Hayes <amanda@ideasplusllc.com>

Wed, Jun 2, 2021 at 3:28 PM

To: cityclerk@greenfield-ma.gov

Cc: EricT@greenfield-ma.gov, Amanda Hayes <law@ideasplusllc.com>

Good afternoon,

My name is Amanda Hayes and I am an attorney with En Clave Legal, LLC. We are a law firm representing Buudda Brothers LLC, a CCC licensee applicant. We want to provide ample notice to the City of Greenfield, the City Clerk, and the Planning Department as to our plan to host a virtual community outreach meeting on June 16th at 6:00 p.m. EST.

The meeting will be conducted via Zoom and the purpose for the meeting is to present to the community information about a proposed retail marijuana establishment to be located at 220-228 Main Street in Greenfield. Please find attached the full meeting notice which contains details regarding the date and time of the meeting, how to access the meeting and information and materials related to the meeting, as well as our contact information.

Please let us know if you have any questions at all. Please also confirm receipt of this notice.

Thank you,

Amanda

Amanda Hayes, Esq.
En Clave Legal, LLC
384 Dwight Street, Suite B
Holyoke, MA 01040
law@ideasplusllc.com
413-351-3922

The information transmitted by this electronic mail (and including any attachment) is being sent by or on behalf of a lawyer; it is intended for the exclusive use of the addressee named above and may constitute information that is privileged or confidential or otherwise legally exempt from disclosure. The information contained in this e-mail may be confidential and may be subject to the attorney-client privilege and/or the work product doctrine. It may also be private and/or confidential information protected under state and federal laws. If you are not the addressee or an agent responsible for delivering this message to same, you are not authorized to retain, read, copy or disseminate this electronic mail (or any attachments) or any part thereof. If you have received this electronic mail (and any attachments) in error, please reply to this email and send written confirmation that same has been deleted from your system.

 **Community Outreach Notice - Greenfield City Clerk.pdf**
98K

June 2, 2021

GREENFIELD CITY CLERK
CITY HALL, ROOM 104
14 COURT SQUARE
GREENFIELD, MA 01301

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a retail proposed cannabis establishment is scheduled for Wednesday, June 16, 2021 at 6:00 p.m., EST.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on proposed establishments (retail) to be located at 220-228 Main Street, Greenfield, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: <https://tinyurl.com/220mainstreet>.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by emailing law@ideasplusllc.com or by calling 413-351-3922. Please contact us by email or phone with questions about or problems joining the meeting and for any other assistance.

More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

cc: Greenfield Planning Board

EN CLAVE LEGAL, LLC

A MASSACHUSETTS LAW FIRM

384 Dwight Street, Suite B law@ideasplusllc.com
Holyoke, MA 01040 T 413.351.3922

June 4, 2021

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Dear Valued Neighbor,

We are writing to you to provide notice that a virtual Community Outreach Meeting for a proposed retail Marijuana Establishment is scheduled for Wednesday, June 16, 2021 at 6:00 p.m., EDT.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed retail marijuana establishment anticipated to be located at 220-228 Main Street, Greenfield, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link:
<https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

Instructions
on how to
join meeting

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit:
<https://tinyurl.com/220mainstreet>.

All meeting
materials on
publicly
accessible
website

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by emailing law@ideasplusllc.com or by calling 413-351-3922. Please contact us by email or phone with questions about or problems joining the meeting and for any other assistance.

More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

**VIRTUAL COMMUNITY OUTREACH MEETING FOR PROPOSED MARIJUANA
ESTABLISHMENT AT 220-228 MAIN STREET, GREENFIELD, MA**

Thank you for your interest in the community outreach meeting associated with the proposed retail marijuana establishment to be located at 220-228 Main Street, Greenfield, MA. Please find all meeting information and materials available below.

About.

Buudda Brothers, LLC would like to invite the community to public engagement relating to the proposed retail marijuana establishment to be located in downtown Greenfield, MA.

The purpose of the Virtual Community Outreach Meeting is to explain the proposed Marijuana Establishment use and provide information about potential impacts to the neighborhood and community as a whole. The Buudda Brothers team welcomes and encourages the public to ask questions about and engage in the ongoing discussion on the proposed retail marijuana establishment.

Notice.

Notice is hereby given that Buudda Brothers, LLC will hold a Virtual Community Outreach Meeting on Wednesday, June 16, 2021 at 6:00 PM to discuss the proposed siting of the following Adult-use Marijuana Establishment license: Marijuana Retailer to be located at 220-228 Main Street, Greenfield, MA 01301 in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings, M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq, and other applicable laws and regulations.

Access the Meeting.

The Virtual Community Outreach Meeting via Zoom can be accessed either online or by telephone.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link:

<https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

Please contact us by email at law@ideasplusllc.com or by phone at 413-351-3922 with questions about or problems joining the meeting and for any other assistance.

Meeting Agenda.

TOPICS TO BE DISCUSSED AT THE MEETING WILL INCLUDE, BUT NOT BE LIMITED TO:

- ***Location of the proposed Marijuana Establishment***

220-228 Main Street, Greenfield, MA



- ***What type of Marijuana Establishment will be sited at the location***

Recreational Retail Marijuana Establishment

- ***How the current zoning bylaws/ordinances allow for the proposed Marijuana Establishment***

Marijuana Retailers allowed within the City of Greenfield per City of Greenfield Zoning Ordinance ~ 200-7.17

- ***Local zoning permitting required for the proposed Marijuana Establishment***

Requires Special Permit from the Greenfield Zoning Board of Appeals per City of Greenfield Zoning Ordinance ~ 200-7.17(B)(2)

- ***Local licensing regulations pertaining to Marijuana Establishment***

Requires retail license from the Cannabis Control Commission (935 CMR 500)

City of Greenfield Zoning Ordinance ~ 200-7.17

- ***Proposed Marijuana Establishment's compliance with the 250-foot radius buffer zone from existing public or private school buildings (K-12)***

In compliance.

- ***Plan for maintaining a secure facility within the existing building in compliance with the security requirements set forth in 935 CMR 500***

- Security alarm system and backup system
- Install security system and security cameras throughout the retail establishment including at all entry/exit points
- Maintain a security staff to be present on property
- Secure limited access areas where marijuana and cash is stored, requiring credentials to enter such areas
- Property will be well lit internally and externally
- Perimeter security to include signage and random security patrols
- All deliveries will be monitored by security personnel
- All staff will be trained on security protocols
- Maintain open line of communication with Greenfield Police and other law enforcement authorities

- ***Plan to prevent diversion to minors***
 - All entry/exit points will be continuously monitored by establishment security and security system/cameras
 - Staff training - all staff will be trained on anti-diversion techniques
 - No tolerance policy for diverted marijuana
 - Dispensary retail policies: all customers must show acceptable ID proving they are 21 or older upon entry and upon purchase of marijuana products; customers will only be allowed to purchase a certain amount of marijuana products per visit
 - Marijuana products will be securely stored in a limited access area and each product will be accounted for from the time the establishment receives the product to when the product is dispensed with seed-to-sale tracking

- ***Plan to ensure the Establishment will not constitute a nuisance to the community***
 - Will operate during the hours of 7 a.m. - 10 p.m.
 - No marijuana or marijuana products will be able to be seen from outside of the building at any time
 - Retail Establishment will have a no loitering and no public consumption policy
 - Exterior of the establishment will remain visually similar to the surrounding buildings so as not to stand out and to remain continuous with downtown Greenfield's aesthetic; no neon signage
 - Establishment will always have security staff on property to prevent any noise nuisance or public disturbance

- ***A plan for how the Marijuana Establishment will positively impact the community***
 - Coordinate a Host Community Agreement with the City of Greenfield
 - Provide jobs for residents in part-time and full-time positions
 - Partner with and contribute to local organizations

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance or asked during the meeting and after the presentation. If you have a question you would like to submit in advance of the meeting, please email law@ideasplusllc.com with the subject line "Greenfield Outreach Meeting Question Submission" no later than 5:00pm on Tuesday, June 15, 2021.

Meeting Materials.

None.

Public Meeting Recording.

Available at the following link:

<https://tinyurl.com/communityoutreachzoom>

Questions.

Questions can be submitted in advance or asked during the meeting and after the presentation. If you have a question you would like to submit in advance of the meeting, please email law@ideasplusllc.com with the subject line “Greenfield Outreach Meeting Question Submission” no later than 5:00 pm on Tuesday, June 15, 2021.

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

VIRTUAL COMMUNITY OUTREACH MEETING

VIRTUAL COMMUNITY OUTREACH MEETING

In compliance with the Administrative Order Allowing Virtual Web-Based Community Outreach Meetings, issued April 27, 2020, Dr.Greenthumb Greenfield LLC, the Applicant, would like to provide the Cannabis Control Commission (the "CCC") with the following information as required.

Number of Participants at Virtual Community Outreach Meeting: 7 (seven)

ATTACHMENT C

EN CLAVE LEGAL, LLC

A MASSACHUSETTS LAW FIRM

384 Dwight Street, Suite B law@ideasplusllc.com
Holyoke, MA 01040 T 413.351.3922

June 4, 2021

RE: NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Dear Valued Neighbor,

We are writing to you to provide notice that a virtual Community Outreach Meeting for a proposed retail Marijuana Establishment is scheduled for Wednesday, June 16, 2021 at 6:00 p.m., EDT.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed retail marijuana establishment anticipated to be located at 220-228 Main Street, Greenfield, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: <https://zoom.us/j/92947992456> or via telephone at +1 (646) 876-9923 with the Meeting ID access code: 92947992456.

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More details can be found online at: <https://tinyurl.com/220mainstreet>. Please feel free to contact us with any questions or concerns.

Sincerely,



Amanda M. Hayes, Esq.

EN CLAVE LEGAL, LLC

A MASSACHUSETTS LAW FIRM

384 Dwight Street, Suite B law@ideasplusllc.com
Holyoke, MA 01040 T 413.351.3922

December 15, 2021

ATTESTATION OF NOTICE TO ABUTTERS

I, Amanda Hayes, a representative of Dr.Greenthumb Greenfield LLC, sent a copy of the community outreach notice to all abutters within 300 feet of the property line of the proposed establishment at 220-228 Main Street, Greenfield, MA. Copies of the notice for the virtual outreach meeting that took place on June 16, 2021 were sent to all abutters on June 4, 2021 by registered mail. Postage was paid for via stamps.com and documentation is provided in this attachment as is a list of all abutters within 300 feet of the property line of the proposed establishment.

Sincerely,



Amanda M. Hayes, Esq.

Parcel ID: 50-3-0
RIELLY TRUSTEE STEPHEN M
RIELLY TRUSTEE KEVIN J
SMR GREENFIELD TRUST
281 STATE STREET 1ST FLOOR
SPRINGFIELD MA 01103

Parcel ID: 50-4-0
RYAN FRIEDMAN LLC
65 CAMP ROAD
LEVERETT MA 01054

Parcel ID: 50-5-0
SHERMAN REALTY LLC
C/O PELLA PRODUCTS
155 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 50-5A-0
SANDRI REALTY INC
400 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 51-47-0
GCC FOUNDATION INC
270 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-47A-0
278-302 MAIN STREET LLC
1450 1450 NORTHAMPTON STREET ST
HOLYOKE MA 01040-1918

Parcel ID: 51-50-0
278-302 MAIN STREET LLC
PO BOX 1249
HOLYOKE MA 01040

Parcel ID: 51-53-0
AMERICAN HOUSE, LLC
258 MAIN ST
GREENFIELD MA 01301

Parcel ID: 51-56-0
AMERICAN HOUSE LLC
PO BOX 1520
GREENFIELD MA 01302

Parcel ID: 51-57-0
AMERICAN HOUSE LLC.
P.O. BOX 1520
GREENFIELD MA 01302

Parcel ID: 51-60-0
IKHLAS LLC
30 DEANE ROAD
BERNARDSTON MA 01337

Parcel ID: 51-61-T0002
GRIFFON GAMES INC
238 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-61-T0005
DONOGHUE REALTY INC
238 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-61-T0003
DONOGHUE REALTY INC
238 MAIN ST
GREENFIELD MA 01301

Parcel ID: 51-61-T0001
DONOGHUE REALTY INC
238 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-61-T0004
DONOGHUE REALTY INC
238 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-70-0
GREENFIELD TOWN OF
NEWTON PLACE PARKING
14 COURT SQUARE
GREENFIELD MA 01301

Parcel ID: 51-71-0
GREENFIELD TOWN OF
TOWN HALL
14 COURT SQUARE
GREENFIELD MA 01301

Parcel ID: 51-74-0
JEBCO ASSOCIATES LLC JEBCO
REALTY
289 HIGH STREET
GREENFIELD MA 01301

Parcel ID: 51-75-0
FEDERAL REALTY
C/O WAYNE D GASS
69 WOODBRIDGE TERR
SO HADLEY MA 01075

Parcel ID: 51-76-0
FRANKLIN & MAIN LLC
1450 NORTHAMPTON STREET
HOLYOKE MA 01040

Parcel ID: 51-78-0
RENAUD JAMES W
RENAUD THERESA A
20 OAK HILL ROAD
GREENFIELD MA 01301

Parcel ID: 51-79-0
233 ONE LLC
233 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-80-0
SEVEN LLC RACHAEL
229 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 51-81-0
PFEFFER LAWRENCE M
PFEFFER DONNA M
461 RIVER RD
DEERFIELD MA 01342

Parcel ID: 51-82-0
SINGLEY CHRISTOPHER
P.O. BOX 340
SHELburn FALLS MA 01370-0340

Parcel ID: 51-83-0
PFEFFER LARRY
461 RIVER RD
DEERFIELD MA 01342-9726

Parcel ID: 51-84-0
K & C REAL LLC
268 BRATTLEBORO ROAD
BERNARDSTON MA 01337

Parcel ID: 51-85-0
GYALTSEN DOLKAR
GYALTSEN YESHI
30 SUNRISE AVENUE
AMHERST MA 01002

Parcel ID: 51-86-0
TOWN OF GREENFIELD
14 COURT SQUARE
GREENFIELD MA 01301

Parcel ID: 51-87-0
GREENFIELD TOWN OF
PARKING LOT
GREENFIELD MA 01301

Parcel ID: 51-88-0
GYALTSEN YESHI
GYALTSEN DOLKAR
30 SUNRISE AVE
AMHERST MA 01002

Parcel ID: 51-89-0
ODYSSEY HOLDINGS LLC
31 NICHOLS DRIVE
GREENFIELD MA 01301

Parcel ID: 51-90-0
GREENFIELD TOWN OF
MILES STREET PARKING
14 COURT SQUARE
GREENFIELD MA 01301

Parcel ID: 51-93-0
MASS DEPARTMENT OF
TRANSPORTATION
10 PARK PLAZA
BOSTON MA 02116

Parcel ID: 57-68-0
CHAPMAN STREET LLC
PO BOX 1520
GREENFIELD MA 01302

Parcel ID: 57-95-0
AMERICAN HOUSE, LLC
PO BOX 1520
GREENFIELD MA 01302

Parcel ID: 58-37-0
COHN SIMON L
117 MAIN STREET
GREENFIELD MA 01301

Parcel ID: 58-38-0
FRANKLIN & MAIN LLC
1450 NORTHAMPTON STREET
HOLYOKE MA 01040

Parcel ID: 58-39-0
FRANKLIN AND MAIN, LLC
1450 NORTHAMPTON STREET
HOLYOKE MA 01040

Parcel ID: 58-41-0
GREENFIELD TOWN OF
14 COURT SQUARE
GREENFIELD MA 01301

Parcel ID: 58-42-0
SORE LTD
P O BOX 367
DEERFIELD MA 01342

Parcel ID: 58-43-0
R + D VIC CORP, INC
C/O ROBERT GRAZICK
4 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-44-0
WHITE DONALD F JR
12 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-45-0
BROOKS JASON S TRUSTEE
14-22 CHAPMAN STREET REALTY
TRUST
18 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-45A-0
BROOKS JASON S TRUSTEE
14-22 CHAPMAN STREET REALTY
TRUST
18 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-46-0
BROOKS JASON S TRUSTEE
14-22 CHAPMAN STREET REALTY
TRUST
18 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-47-0
SMITH DANIEL K
SMITH MICHELLE S
39 EAST WAYLAND DRIVE
GREENFIELD MA 01301

Parcel ID: 58-48-0
BROOKS TRUSTEE JASON S
32-34 CHAPMAN STREET REALTY
TRUST
18 CHAPMAN STREET
GREENFIELD MA 01301

Parcel ID: 58-48A-0
SMITH DANIEL K
SMITH MICHELLE S
39 EAST WAYLAND DRIVE
GREENFIELD MA 01301

Parcel ID: 58-49-0
MURPHY THOMAS D
MURPHY MARY LISA
47 GREEN RIVER ROAD
GREENFIELD MA 01301

Parcel ID: 58-61-0
MASS DEPARTMENT OF
TRANSPORTATION
10 PARK PLAZA
BOSTON MA 02116

				DEERFIELD, MA 01342-9759																						
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6/4/2021	\$0.51	\$0.00	\$0.51	██████████ ██████████, ██████████, 20 OAK HILL ROAD, GREENFIELD, MA 01301-9686	1040	Printed	4.09E+16		USPS	First Class (R)	\$0.00		<None>	0lb 1oz	6/4/2021	E- refund		enclavelegal								
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DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT PLAN FOR POSITIVE IMPACT

PLAN FOR POSITIVE IMPACT

In accordance with 935 CMR 500.101(1)(a)(9)(f)(iv), Dr.Greenthumb Greenfield LLC (“GT”) has developed a plan to positively impact the community, particularly areas of disproportionate impact. As a marijuana establishment opening in Greenfield, Massachusetts, GT recognizes that the families, specifically Latinx families, living in the Greater Greenfield area have been disproportionately impacted by drug enforcement and drug convictions. Additionally, Western Massachusetts and the areas surrounding Greenfield are home to many new Latinx immigrants. As a Puerto Rican owned company, GT is conscious of the personal and financial decisions and logistical challenges facing families who are not only new to Greenfield, but new to the country. GT is committed to supporting the non-profits that have been facing these challenges with Greenfield residents for decades head-on and fostering relationships with other businesses in order to support these non-profits’ continued work in this area.

Goals

GT has established the following goals:

1. Reducing barriers to entry in the commercial adult-use cannabis industry by providing education and access for disproportionately harmed people.
2. Provide funding for outreach workers who can help identify disproportionately harmed people and connect them to social support services or workforce training.

Programs

1. Providing grant funding for a non-profit organization whose direct services support people who are disproportionately harmed.

GT has reached out and begun to work with Brick House Community Resource Center (Brick House), a center located in Turners Falls that serves the Greater Greenfield area. Brick House’s mission is to support individual, family and community well-being through collaboration on economic development, youth development, leadership development and education. More specifically, Brick House helps to provide support services so newly arriving immigrant families and the Latinx population in their service area get connected with the local emergency resources available to help them meet all of their basic needs. The Center additionally works to resolve and alleviate other community problems to ensure that Latinx and immigrant families

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT PLAN FOR POSITIVE IMPACT

are oriented with any services being provided that may be helpful to their transition into the community.

Through discussions with Brick House, it was decided that the best way to help mitigate the burden on the families living in this area of disproportionate impact would be to make a direct financial contribution toward the salaries of the Community Outreach Workers who work directly with these families. GT will make an annual financial contribution to Brick House, starting with an initial donation of \$4,000 and increasing the amount each year based on GT's overall income. It is GT's hope that over time the annual donation will be able to support up to half of a full-time position (approximately \$16,000.00) for one of the community outreach workers employed by Brick House. By providing the salary for a community outreach worker, GT is able to support a local resident in their career aspirations to serve the community, and the establishment can, by extension, provide another resource to the community at large. GT and Brick House both value the immeasurable adaptive and human contributions another team member can bring with their individual experience and dedication. With another helping hand, comes valuable resources such as time, relationship-building, versatility and skill. Therefore, GT believes that funding a community outreach worker's salary at Brick House will be of the most immediate and enduring use to the Center and to the areas serviced.

GT will not have any role in selecting which outreach worker specifically receives the funding, rather the funds will be used to offset the amount of funding the organization is required to raise through capital campaigns each fiscal year. Brick House will make this decision as GT believes the Center best understands what its organization and community needs. GT does not intend to exert control over the organization's decision-making but instead hopes to aid the organization in making the best actions possible to maximize its positive impact on the community.

In partnering with Brick House, GT will be acutely aware of its position as a marijuana establishment. Therefore, any contributions will adhere to the requirements set forth in 935 CMR 500.105(4). Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Please find attached a letter from the Executive Director at Brick House stating that they have been contacted and are willing to accept the donations GT intends to provide.

2. Providing educational sessions on jobs/trainings available in the adult-use cannabis industry and record sealing/expungement services.

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT PLAN FOR POSITIVE IMPACT

GT and Brick House will coordinate to provide biannual educational sessions targeted toward disproportionately harmed individuals in the local area. The topics covered will include jobs and trainings in the adult use cannabis industry and record sealing/expungement services for individuals with prior drug convictions. The events will be organized in coordination with other local community events and GT/Brick House will work with other organizations and businesses to advertise the events widely and to bring guest speakers.

Measurements

GT will implement the following qualitative and quantitative measures to determine whether its above stated goals were achieved:

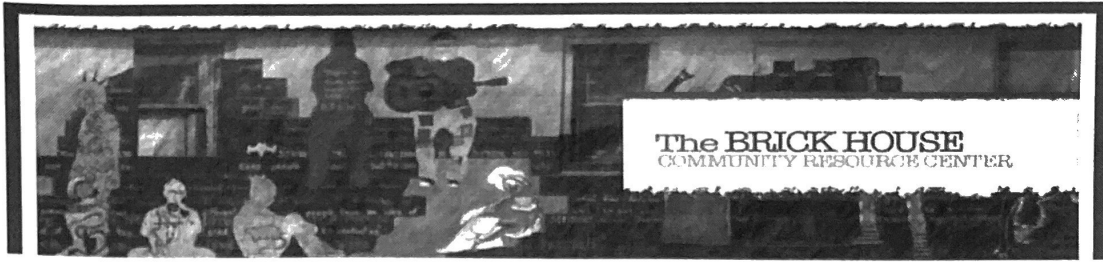
1. Brick House Donation.

Brick House will provide GT with a quarterly report outlining how GT's annual donation was used. The organization will show specific information regarding the overall work completed by the sponsored outreach worker. They will also include other relevant information about the individuals and families receiving services. This will include, but is not limited to, how many individuals have prior drug convictions, family experiences with drug use and incarceration, and other relevant information that will help provide a snapshot of what is impacting individuals locally.

2. Number of educational sessions held, and records sealed or expunged.

GT/Brick House will document the biannual events and produce a report which will outline how many sessions were held, how many records were sealed or expunged, and how many referrals were made to other local non-profits or service providers. An annual assessment will be made and a mutually agreed upon strategic plan will be developed each year in anticipation of the submission of GT's renewal application.

GT is excited for its partnership with Brick House and foresees Brick House continuing its great work with the community, soon with GT's assistance.



24 3rd Street, PO BOX 135 Turners Falls, MA 01376-0135

November 4, 2021

Re: Donation Acceptance Letter from Dr. GreenThumb

Dr. Green Thumb
220-228 Main Street, Greenfield, MA 01301
Cannabis Retailer

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and initial **\$4,000.00** annual donation from **Dr. GreenThumb** to open for adult use Retail cannabis operations at 220-228 Main Street, Greenfield, MA 01301. As Dr. GreenThumb grows its business, the annual donation will increase with a goal of funding a half-time position (with benefits) by its fourth year of operation.

Payments for the Positive Impact Plan will be made to the BrickHouse Community Resource Center and will be affected annually upon the anniversary date of obtaining a provisional license for operation.

The overall mission of the Brick House Community Resource Center is to support individual, family and community well being through collaboration on economic development, youth development, leadership development and education. This overall project will meet that need for young people who live in Franklin County or the vicinity of Greenfield/Turners Falls. Our site on 3rd Street is in the heart of Montague's most densely populated neighborhood and allows us to serve as a community hub for services and support in an area where 43% of children live at or below poverty level, and where many residents do not have access to reliable transportation. At-risk youth who live in our community need access to services and prosocial opportunities to help offset factors that put them at risk of experiencing violence, incarceration, drop-out, chronic health problems, and substance abuse.

BrickHouse Community Resource Center's Positive Impact Plan Activities

Dr. Greenthumb's annual donation will be used to support services that are being provided to individuals from lower socioeconomic status who are living in the disproportionately impacted community of Greenfield, MA and the surrounding area. The funds will specifically support the Parent and Families Program which provides individual case management to support

participants and their families in identifying the issues that most impact their lives, creating action plans that are client centered, and supporting the families in achieving their goals and developing a network of support to achieve programmatic outcomes.

Along with our normal programming the annual donation will also support our Career and College Readiness programming. The BrickHouse will provide opportunities for Dr. Greenthumb, or their community partners, to bring education to BrickHouse participants around the educational and employment opportunities for themselves or their families in the legal cannabis industry. Strengthening the existing referrals and collaborations between our participants, BrickHouse, and local businesses and colleges will expand the reach our small non-profit organization can have in our community.

Dr. Greenthumb agrees to partner in the following ways:

1. Promotion of the program for the purpose of increasing education within our community;
2. Participating in mock interviews and other job readiness components of the training;
3. Participation in internship and job placement activities, including but not limited to job fairs;
4. Participate and provide support for an annual Career and College Readiness Event to be held at the BrickHouse; and
5. Participate and support the Family Night Out Event where families can enjoy activities, live music, and an outdoor movie while receiving information and creating contacts with area non-profits who will be invited to have tables and share information with participants.

Dr. Greenthumb commits to participating to the best of its ability in the engagement outlined above.

Payment will be made to the 501c3 non-profit BrickHouse Community Resource Center. This letter and subsequent agreements (MOA) are subject to the laws of the Commonwealth of Massachusetts and the rules and regulations of the MA CCC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kwmane Harris', written over a circular stamp or seal.

Kwmane Harris
Executive Director

The Brick House Community Resource Center

PO BOX 135

Turners Falls, MA 01376



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001508145

1. The exact name of the limited liability company is: DR.GREENTHUMB GREENFIELD LLC

2a. Location of its principal office:

No. and Street: 220-226 MAIN STREET
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

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

No. and Street: 220-226 MAIN STREET
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

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

LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JUSTIN PAGAN
No. and Street: 220-226 MAIN STREET
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOHN TORO	220-226 MAIN STREET GREENFIELD, MA 01301 USA
MANAGER	JUSTIN PAGAN	220-226 MAIN STREET GREENFIELD, MA 01301 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

SOC SIGNATORY	JOHN TORO	220-226 MAIN STREET GREENFIELD, MA 01301 USA
SOC SIGNATORY	JUSTIN PAGAN	220-226 MAIN STREET GREENFIELD, MA 01301 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOHN TORO	220-226 MAIN STREET GREENFIELD, MA 01301 USA
REAL PROPERTY	JUSTIN PAGAN	220-226 MAIN STREET GREENFIELD, MA 01301 USA

9. Additional matters:

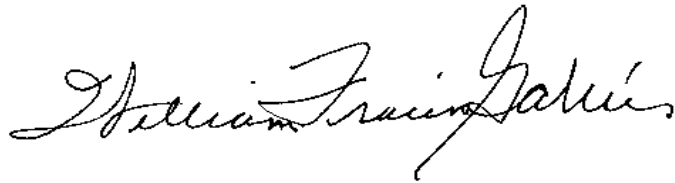
SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of May, 2021,
JUSTIN PAGAN

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

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:

May 17, 2021 05:00 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Dr.Greenthumb Greenfield LLC

A Multi-Member, Manager Managed Limited Liability Company

This Agreement is entered into on May 21, 2021, by and between Dr.Greenthumb Greenfield LLC, (the “Company”) and Justin Pagan, of 170 Prospect St, Chicopee, MA 01013 and John Toro, 170 Prospect St, Chicopee, MA 01013, hereinafter known as the “Member(s)”

WHEREAS, the Members desire to create a limited liability company and set forth the terms herein of the Company’s operation and the relationship between Members.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Members and the Company agree as follows:

1.1 Formation

The Company was formed on May 17, 2021 pursuant to the statutes governing limited liability companies within the State of Massachusetts (the “Statutes”).

2.1 Name and Principal Place of Business

The name of the Company shall be Dr.Greenthumb Greenfield LLC with a principal place of business at 220-228 Main Street, Greenfield, MA 01301 or as otherwise selected by the Members.

3.1 Purpose

The Company may conduct any and all lawful business, activity or functions appropriate in carrying out the Company’s objectives as determined by the Members.

4.1 Registered Office and Resident Agent.

The location and name of the registered agent will be as stated in the Company’s formation documents or any amendment thereof.

5.1 Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6.1 Member Capital Contributions

Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

Justin Pagan	\$102,623.33
John Toro	\$50,000

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

7.1 Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
Justin Pagan	50.00%
John Toro	50.00%

The term "Controlling Interest" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contact or otherwise. The term "Controls", "Controlled by" and "under common control

with” have correlative meanings, irrespective of capitalization. Controlling interest members are found below:

<u>Member</u>	<u>Controlling Interest</u>
Justin Pagan	50%
John Toro	50%

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members’ Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members’ Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members’ Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company’s business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members’ Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members’ Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have “substantial economic effect” within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time

require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8.1 Books, Records and Tax Returns

The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

9.1 Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

10.1 Management of the Company

The business and affairs of the Company shall be conducted and managed by a manager or managers in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Member(s) unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the

Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

11.1 Meetings of Members

The annual meeting of the Members shall be held on 31, of December at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Member (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action

with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12.1 Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

12.2 Officers

The Managers may designate one or more individuals as officers of the Company, who shall have such title(s) and shall exercise and perform such powers and duties as the Manager may from time to time assign. Any officer may be removed by the Managers at any time and for any or no reason whatsoever. The salary and other compensation, if any, of the officers shall be fixed by the Managers. The Buddha Brothers president shall be the CEO of the Company at the time of incorporation. The CEO and/or COO shall operate the Company on a day-to-day basis and will have the authority to make financial and operational decisions. The CEO may be removed and a new CEO named by a vote of eighty percent (80%) of the Members.

13.1 Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the

assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

14.1 Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15.1 Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An “event of bankruptcy or insolvency” with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

16.1 Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members’ Percentage Interests (the “Liquidating Agent”). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members’ Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

17.1 Representations of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

18.1 Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

“The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Buudda Brothers, LLC, dated effective as of November 12, 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company.”

19.1 Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

20.1 Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and

attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

21.1 Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

22.1 Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.


No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement

May 21, 2021

Dr. Greenthumb Greenfield LLC


Justin Pagan - Member


John Toro - Member



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

William Francis Galvin
Secretary of the
Commonwealth

July 20, 2021

TO WHOM IT MAY CONCERN:

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

DR.GREENTHUMB GREENFIELD LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 17, 2021**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN**

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



William Francis Galvin
Secretary of the Commonwealth

Processed By:IL

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE – GOOD STANDING

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE – GOOD STANDING

In accordance with 935 CMR 500.101(1), Dr.Greenthumb Greenfield LLC (“GT”) would like to provide the Cannabis Control Commission (“Commission”) with an attestation that GT cannot register with the Department of Unemployment Assistance (“DUA”) until hiring employees. GT has not yet hired employees and therefore cannot register with the DUA nor provide the Commission with a Certificate of Good Standing from the DUA at this time.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DR.GREEN THUMB GREENFIELD
220 MAIN ST
GREENFIELD MA 01301-3202

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DR.GREEN THUMB GREENFIELD 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

Dr.Greenthumb Greenfield LLC

Category: Retail Marijuana
Establishment

Description

Dr.Greenthumb Greenfield LLC is striving to open a Retail Marijuana Establishment in the State of Massachusetts within the city of Greenfield.

Dr.Greenthumb Greenfield LLC intends to sell a variety of Marijuana products such as, but not limited to, various Marijuana strains, concentrates, edibles, and topicals. Dr.Greenthumb Greenfield LLC intends to purchase its inventory from third party vendors across Massachusetts and will be dispensing such products to recreational users over the age of 21.

Dr.Greenthumb Greenfield LLC is committed to dispensing safe, high quality Marijuana and Marijuana related products with intentions to build a brand of multiple dispensaries that provide unparalleled customer shopping experience.

Date Created:

08/04/ 2021

Executive Summary

Company Summary

Dr.Greenthumb Greenfield LLC (“GT”) intends to dispense Marijuana and Marijuana related products to recreational users over the age of 21. The GT brand will include a state-of-the art Retail Establishment to provide an unparalleled consumer shopping experience. Our retail facility will be located on Main Street in Greenfield, Massachusetts. The facility is well-positioned and will match the ideal picture of a community store. GT is to be organized as a Limited Liability Company (LLC) and will be led by Justin Pagan and John Toro whom will serve in executive positions.

Main Goals

- ✓ Own and operate a Retail Marijuana Establishment in the state of Massachusetts.
- ✓ To offer high quality Marijuana strains and infused products, including but not limited to edibles, concentrates and topicals.
- ✓ To be fully compliant with all City, State and local municipalities regulations and laws.
- ✓ To build the GT brand as a well trusted name known for their advice, assistance, and care.
- ✓ To build long-term customer relationships on a local level.
- ✓ To educate our customers on the benefits but most importantly value of Marijuana related products.
- ✓ To act for the benefit of society at large.

Mission

- ✓ To offer natural options that enhances quality of life. To inspire personal choice and serve as the first choice to fulfill medical, spiritual, and social marijuana needs.

Main Objectives

Year 1: Securing a Retail Marijuana Establishment license with the intent on opening our dispensary during the month of April of 2022. To net a sufficient annual income to support operational expenses. To target monthly sales and capacity, with the main focus on increasing steadily throughout the first year.

Year 3: Continue to build on company reputation, customer loyalty, and prepare for year 5.

Year 5: Plans to expand our facility, and/or merge with local competitors to increase GT’s footprint within the City.

Year 7: Anticipating marijuana will be legal on a federal level, GT plans on seeking options of merging/selling with other well-established dispensaries throughout the region gaining more market share.

Products & Services

Aside from the dispensing of marijuana flowers and concentrates, which will be GT's core products, GT's Retail Establishment will offer a wide range of marijuana infused edibles to customers who struggle with traditional methods of ingesting marijuana. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

Start-up Summary

The business is expected to be fully funded, which will be allocated between purchasing inventory, and day-to-day expenses. Initial capital will go towards their working capital. GT's Retail Marijuana Establishment will be leased from Buudda Brothers LLC.

Table 1. Start-up expenses, \$

	\$	Start-Up Expenses
	CAPEX (retail)	
Space improvements including finishing/painting, lobby space, bathrooms, etc.		\$5,000.00
Security system including, but not limited to, multiple camera feeds, motion sensors, duress buttons, ID scanners		\$15,000.00
Display Counters, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving		\$7,500.
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office)		\$3,500

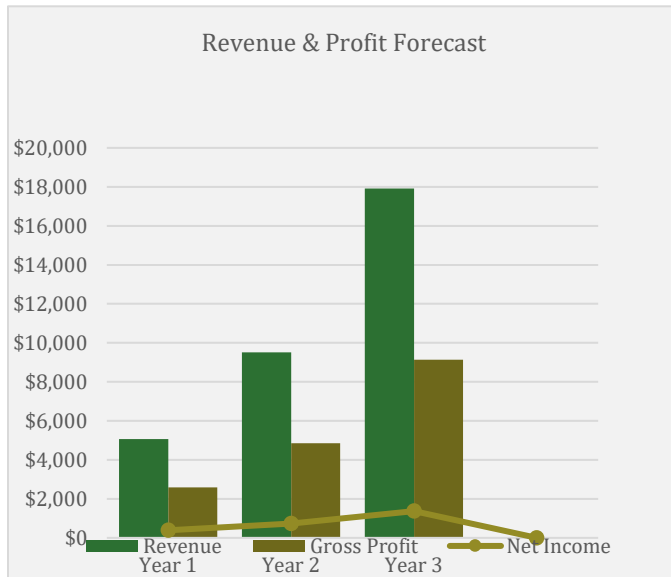
Executive Summary

Financial Summary

GT will plan to fund its startup costs largely through personal savings. From a total estimated investment of \$162,000, GT is expected to generate nearly \$5,059,736 in gross revenues with net income of nearly \$387,069 in Year 1, its first full year of operations. Revenues are expected to grow to nearly \$9,519,252 million in Year 2 and \$17,909,267 million in Year 3, with net income of nearly \$728,222 thousand and over \$1,370,058 million respectively.

After the first year of operations, it is expected that GT will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

Direct and Indirect Social Impacts



GT is expecting to create more than 5-10 new jobs within the City of Greenfield during their first two-three years of operating, estimating over \$280,000 in salaries, \$17,498.88 in Social Security taxes, \$4,092.48 Medicare taxes and \$20,716 for Insurance each year. GT also intends to allocate 0.5% of sales to schools and different community programs with intentions to increase that percentage as business grows.

Table 2. Taxes and contributions flow, \$

	Year 1	Year 2	Year 3
Federal Tax	\$903,162.	\$1,699,186	3,196,804
State Tax (10.75%)	\$41,609	\$78,283	\$147,281
Local Tax (3%)	\$77,413	\$145,644	\$274,011
Community programs	\$12,902	\$24,274	\$45,668

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Marketing & Sales Strategy

Positioning

Dr.Greenthumb Greenfield LLC ("GT") will implement five differentiation strategies:

1. **Product Quality** – GT will choose the best strains available to establish its brand and provide the most effective treatment for its clients by utilizing small batch productions produced by the cultivation facility owned by Buudda Brothers LLC as well as third party vendors. GT will solicit feedback from our customers to continuously improve product selections.
2. **Referral Networks** – We will work closely with various medical, recreational and alternative health clinics across the state. We will establish a referral network that supports product consistency, brand recognition, and reliable delivery.
3. **Pricing** – GT will analyze the industry thoroughly and price their products accordingly.
4. **Personalized Service** – We will train knowledgeable and friendly staff members who will help clients select the best product for their needs. The management team will always be available to talk with customers and potential customers, providing them with years of experience and expertise.

Marketing Plan

Online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective marketing strategies for legal marijuana companies are direct marketing at industry conferences and other events, and building communities around marijuana related concerns such as health and wellness. One of the most important marketing and sales strategies of GT will be their focus on generating long-term personalized relationships with their customers.

Marketing and advertising campaigns may include but not limited to:

- **Business and industry associations:** Greenfield Chamber of Commerce.
- **Business events and conferences:** Which may include event sponsorships, health, or related industry events to gain brand exposure and bring the GT name to the forefront of the community.
- **Brand development:** It includes branded products such as shirts, hats, grinders, cases/containers, etc. which will be offered in store and on our website.
- **Brochures:** We will produce high-quality brochures that will be distributed to doctors who issue cannabis prescriptions, clinics and other licensed vendors.
- **Website:** We will have a professionally designed website integrated with a payment system.
- **Search Engine Optimization (SEO)-** Focus on growing visibility in organic search engine results. SEO encompasses both the technical and creative elements required to improve rankings, and drive traffic.
- **Email Marketing-** Email will be a great way to keep our customers informed and engaged with relevant content, keeping our brand at the top of ones mind.
- **Information kits for clients and medical/health practitioners:** Information kits will include registration forms, brochures, and general information on the use of medical/recreational marijuana. Kits will also provide information on how to process orders.
- **Social Media:** GT will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources and knowledgeable participants. We will develop a social media content strategy, which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Guerrilla marketing:** Implementing a guerrilla marketing division to focus on low-cost unconventional marketing tactics that yield maximum results.

Table 3. Cannabis business directories

WEEDMAP https://weedmaps.com/	Largest cannabis dispensary/store finder on the planet with over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY https://www.leafly.com/	Leafly is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.
https://www.cannasaver.com/	Canna-Saver is website for cannabis and related coupons, devoted to marijuana deals and savings. Offers a constant flow of deals and savings from the top cannabis and marijuana retailers.	Cannasaver has 310.04 thousand total visits each month.

Marketing & Sales Strategy

http://cannabiscouponcodes.com/	Website with cannabis coupon codes.	Cannabiscouponcodes has 81.49 thousand total visits each month.
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Competition

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on North England Treatment Access (NETA) and INSA's radar at all times. The recreational cannabis industry is known to be highly competitive in the U.S and in most parts of the world. As the industry continues to grow, alternative ways through which customers can obtain their recreational cannabis products expands. There are alternative methods like mail-order firms, grocery chains, mass merchants and dollar stores; these are the real competitors in the industry. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the services offered, and the location where the dispensing, cultivation and extraction will be taken place. The branding of GT also plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still gain their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle against larger based cannabis operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Our nearby competitors who are currently operating are NETA (Northampton) and INSA (Easthampton). Boston Bud Factory, Canna Provisions and Hothouse Holyoke will be listed as potential competitors. All three businesses have submitted their application to open a recreational cannabis dispensary.

Target Customers

Aside from the cannabis flower, which is our core product, GT Retail Marijuana Establishment will retail a wide range of Recreational Cannabis Infused products to customers who are based in Greenfield and every other city where we plan to open in the near future. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

GT Retail Marijuana Establishment will ensure that all of our customers are given first class treatment whenever they visit our store. We will have CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our consumer base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their

unique marijuana needs. Customers who are interested in Cannabis, and cannabis related products come from diverse groups, ages, races and socioeconomic backgrounds. Ranging from young to old, treating chronic and terminal illnesses such as cancer, epilepsy, HIV/AIDS, and beyond.

Sales Forecast

During the first year, GT intends to launch sales of their own product line alongside third party products with expectations of generating roughly \$5,059,736 in revenue. During the second year of operations GT projects to generate a daily income between \$8,000-\$15,000 during the first few months with plans to increase that number to about \$20,000-\$26,000 a day by the ending of our 2nd year of our dispensary Grand Opening. From the third year on, GT expects a healthy annual increase in their retail revenue.

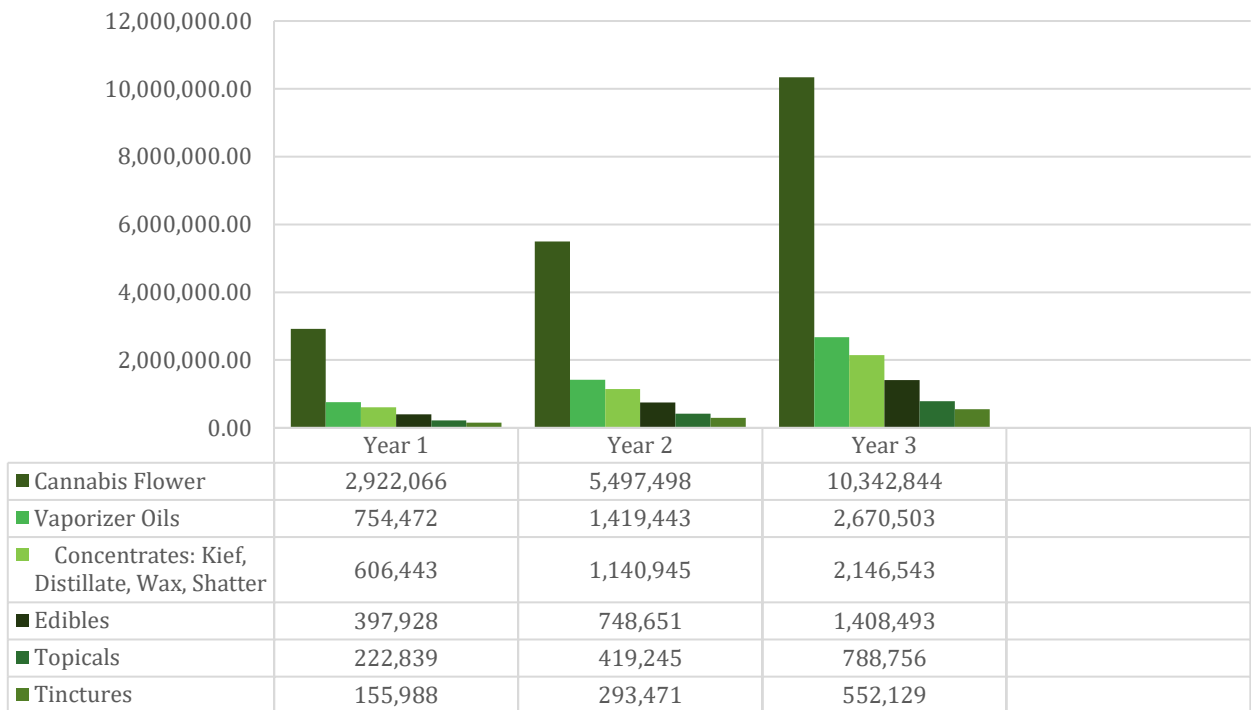


Figure 1. Sales forecast,

Operating Plan

Dispensary/Store Location and Facilities

Location and Building Specifications

The physical address of our retail shop facility will be:

220-228 Main Street, Greenfield, MA

After conversion, the internal plan of the facility will have the following configurations:

- ❖ Areas where cannabis will be kept or handled will not have any external doors or windows and can be accessed only from within the facility.
- ❖ Walls separating the lobby from all other limited access areas will consist of 4" steel studded sheetrock walls with solid-steel doors.
- ❖ All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Floor Plan

A floor plan of the retail store will reveal the location of the following:

- A. All entrances and exits
- B. The location of any windows, skylights, and roof hatches;
- C. The location of all cameras, and their field of view;
- D. The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
- E. The location of the digital video recorder and alarm control panel; and
- F. Restricted and public areas

Guards

During the hours of operations, GT will have at a minimum, one on-site security guard at the entrance and one security guard within the facility.

Quality Assurance Plan

GT intends to use the QA methods.

Part I: Packaging and Labeling

- Elements of a quality assurance plan shall include best practices for the packaging and labeling of cannabis and cannabis products.

Part II: Production control

- GT will mandate third party vendors to provide their production control and testing results for all products purchased.

Part III: Inventory Control

- An inventory control plan.

Part IV: Disposal and Waste Removal

- Standards for the disposal-destruction of cannabis waste and other wastes.

Part V: Adverse Events and Recall Procedures

- Recall policies and procedures in the event of contamination, expiration or other circumstances that render the cannabis unsafe or unfit for consumption, including, at a minimum, identification of the products involved, notification to the dispensary or others to whom the product was sold or otherwise distributed, and how the products will be disposed of if returned to or retrieved by the applicant.

Part VI: Record Keeping and Regulatory Compliance

- (A) Record keeping policies and procedures that will ensure the facility complies with rules.
- (B) Implementation and compliance with the inventory tracking system.

Packaging and Labeling

Prior to marijuana being sold or transferred, GT will conduct the following regulations for packaging and labeling:

Labeling of Marijuana and Marijuana Products

1. Ensure the placement of a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana that it makes available for retail sale, containing at a minimum the following information.
 - a. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;
 - b. The quantity of usable marijuana contained within the package;
 - c. The date that the Marijuana Retailer or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;
 - d. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - e. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
 - f. A statement and a seal certifying that the product has been tested for contaminants, that there were no averse findings, and the date of testing in accordance with M.G.L c. 94G. § 15;
 - g. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and here 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.";
 - h. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- i. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(a) shall not apply to marijuana packaged by a Marijuana Cultivator for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13) provided however that the retailer is responsible for compliance with 935 CMR 500.105(5) for all marijuana products sold or displayed for consumers

Labeling of Edible Marijuana Infused Products: Prior to edible marijuana products being sold or transferred, the marijuana product manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The name of the marijuana product;
- c) Refrigeration of the product is required, as applicable;
- d) Net weight or volume in US customary and metric units;
- e) The quantity of usable marijuana contained within the product as measured in ounces;
- f) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- g) A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
- h) The serving size of the marijuana product in milligrams if the package is a multiple-serving package;
- i) The number of serving sized within the marijuana product in milligrams if the package is a multiple-serving package;
- j) The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150
- j. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
- k. The date of creation and the recommended "use by" or expiration date which shall not be altered or changed;
- l. A batch number, sequential serial number and bar codes when used, to identify te batch associated with manufacturing and processing;
- m. Directions for us of the marijuana product if relevant;
- n. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L c. 94G, § 15;
- o. A warning if nuts or other known allergens are contained in the product;
- p. This statement including capitalization: "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the

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”;

- q. The following symbol or easily recognizable issued by the Commission that indicates the package contains marijuana product:



- r. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(b) shall apply to edible marijuana products produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13) and shall be in addition to any regulation regarding the appearance of edible marijuana products under 935 CMR 500.150.

Labeling of Marijuana Concentrates and Extracts: Prior to marijuana concentrates or extracts being sold or transferred, the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each marijuana concentrate container that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer’s business telephone number, e-mail address, and website information, if any;
- b) The name of the marijuana product;
- c) Product identity including the word “concentrate” or “extract” as applicable;
- d) Net weight of volume expressed in US customary units and metric units;
- e) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- f) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- g) A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
- h) The date of creation and the recommended “use by” or expiration date;

- i) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- j) Directions for use of the marijuana product if relevant;
- k) A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- l) A warning if nuts or other known allergens are contained in the product;
- m) This statement, including capitalization: "This product has not been analyzed or approved by the 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.";
- n) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- o) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(c) shall apply to marijuana concentrates and extracts produce by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13).

Labeling of Marijuana Infused Tinctures and Topicals: Prior to marijuana infused tinctures or topicals being sold or transferred the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The marijuana product's identity;
- c) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- d) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and

other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;

- e) Net weight or volume as expressed in US customary units or metric units;
- f) The date of product creation;
- g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- h) Directions for use of the marijuana product if relevant;
- i) A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- j) A warning if nuts or other known allergens are contained in the product;
- k) This statement, including capitalization: “This product has not been analyzed or approved by the 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.”;
- l) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- m) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(d) shall apply to marijuana-infused tinctures and topicals produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 035 CMR 500.105(13)

Packaging of Marijuana and Marijuana Products:

- A. Tamper or Child-resistant Packaging. Licensees licensed subject to 935 CMR 500.050(5) shall ensure that all marijuana products, other than those offered at wholesale by a Marijuana Cultivator, that are provided for sale to consumers by a licensee shall be sold in tamper or child-resistant packaging.

To be in compliance with 935 CMR 500.105(6), licensees shall ensure:

- 1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are
 - a) Opaque or plain in design;
 - b) Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
 - c) Certified by a qualified third party tamper or child resistant packaging testing firm that

- the packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed to be unreasonably impracticable, marijuana products shall be placed in an exit package that is:
 - a. Capable of being resealed and made tamper or child-resistant again after it has been opened;
 - b. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
 - c. Is certified by a qualified third party tamper or child-resistant packaging testing firm that the packaging regulations of the US Consumer Product Safety Commission as included at 16 CR 1700.
 - B. Limits on Packaging Design. 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 is explicitly prohibited from:
 1. Using bright colors, defined as colors that are “neon” in appearance;
 2. Imitating or having a semblance to any existing branded consumer product, including foods and beverages, that do not contain marijuana;
 3. Featuring cartoons;
 4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typical marketed to minors;
 5. Featuring symbols or celebrities that are commonly used to market products to minors;
 6. Featuring images of minors; or
 7. Featuring words that refer to products that commonly associated with minors or marketed to minors
 - C. Packaging of Multiple Servings.
 1. Packaging for marijuana products sold or displayed for consumers in multiple servings shall 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.”
 2. Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings shall allow a consumer to easily perform the division into single servings.
 - a) Edible for marijuana products in solid form sold form shall be easily and permanently scored to identify individual servings.
 - b) Notwithstanding 935 CMR 500.105(6)©2.a., where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product shall be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored shall be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees.
 3. Packaging for marijuana product beverages shall be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale.
 - D. Each single serving of an edible marijuana product contained in a multiple-serving package shall be marked, stamped and otherwise imprinted with a symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product.
 - E. Serving size shall be determined by the processor but in no instance shall an individual serving size of any marijuana product contain more than five milligrams of delta-nine-tetrahydrocannabinol.

Packaging and Labeling Pre-Approval- Prior to a marijuana product being sold at a Marijuana Establishment, a licensee or license applicant may submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission. The Commission may charge a fee for packaging and labeling pre-approval. The packaging and labeling pre-approval process shall in no way substitute for compliance with 935 CMR 500.105(4) through (6).

Tracking Solution

GT intends to use an extensive seed-to sales tracking solution for every level of the vertically integrated business, which allows us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation: Dispensing, destruction and waste, transportation, and lab testing.

Conversion Tracking – Converting products into single or multiple by-products while maintaining a complete chain of custody, logging cost per gram calculations and product notifications/recalls.

Transport Manifests – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

Product Details – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, in addition to a reactive expiration date that can lock a product if it's past its expiration date.

Inventory Management – Analyzing the sales data to optimize the dispensary/store inventory to the customers.

Data Driven CRM – Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.

Organizational Structure

GT is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to carry out various job positions within our company. We hope to leverage on their expertise to build our brand to be well accepted in the United States, but most importantly in Massachusetts.

Below are the positions that will be available at GT:

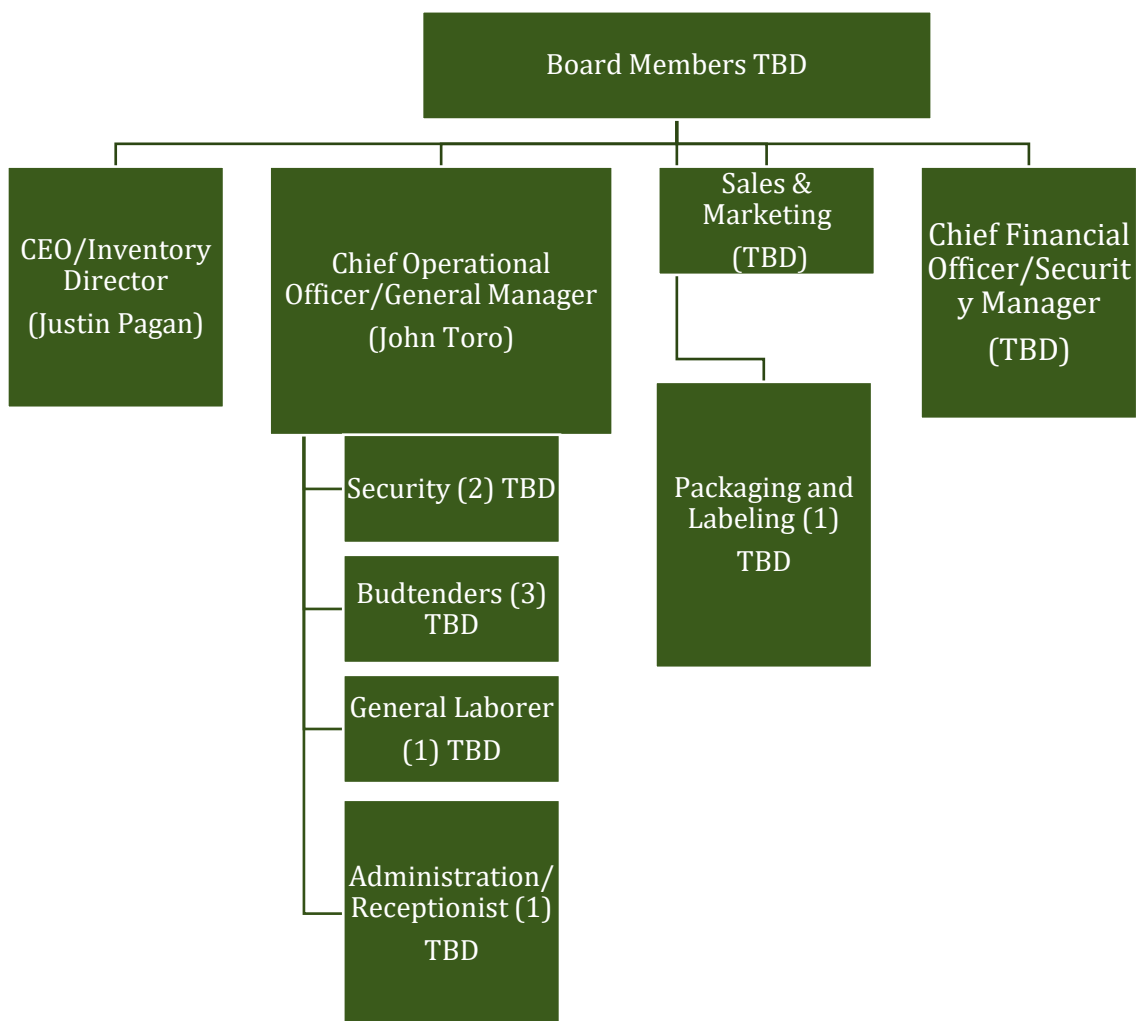


Figure 2. Organizational structure

Organizational Structure

Table 4. Personnel Plan, \$

Position—Hourly wages	Year 1	Year 2	Year 3	Annual Salary
Chief Executive Officer/Inventory Director \$20 HR @ 56 Hours a week with annual increase of 10%.	\$80,640	\$88,704	\$97,574.	
Chief Operational Officer/General Manager \$20 HR @ 56 Hours a week with annual increase of 10%.	\$80,640	\$88,704	\$97,574	
Chief Financial Officer/Security Manager \$20 HR @ 56 Hours a week with annual increase of 10%.	\$80,640	\$88,704	\$97,574	
Security Personnel (Retired Officer/Auxiliary) \$16 HR @ 40 Hours a week with an annual increase of 5%	\$30,720	\$32,256	\$33,868	
Budtender/Dispensing Agents \$14 HR @ 40 Hours a week with an annual increase of 5%.	\$26,880	\$28,224	\$29,635	
General Labor (Facility Up-keeping) \$12 HR @ 40 Hours a week with an annual increase of 5%.	\$23,040	\$24,192	\$25,401	
Assistant Manager	TBD	TBD	TBD	
Sales & Marketing Team	TBD	TBD	TBD	
Administration	TBD	TBD	TBD	

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Continue to train employees on any new regulations being brought to our attention after one is hired.
3. Customer service training programs that consist of training and teaching employees how to improve customer support and satisfaction. It will be an iterative process, which would involve teaching skills, competencies, and tools needed to better serve customers so they derive more value for GT's products and shopping experience.
4. Any person entering data into the Cannabis Tracking System (CTS) will first be trained by the Chief Operational Officer before granting access to enter data into the CTS.
5. All individuals will be required to have a valid Marijuana Worker Permit, complete the required training and maintain their permit while working on behalf of the Licensee.

Financial Plan

Funding analysis

“GT” intends to invest \$162,000 of their own capital with plans to raise capital in the near future.

Direct and Operating Expense Breakdown

Direct Costs

Table 5. Direct costs, \$

Retail, \$	Year 1	Year 2	Year 3
Purchase			
Cannabis Flower	1,431,812	2,684,954	5,067,993
Vaporizer Oils	369,691	695,527	1,308,546
Tinctures (480mg)	79,553		21,158
Edibles (Baking Goods, chocolate, infused foods)	194,984	366,838	690,161
Topicals (Creams and Ointments)	109,191	205,430	386,490
Delivery Costs			
Delivery costs	TBD	TBD	TBD
Fuel	TBD	TBD	TBD
Other delivery costs	0	0	0
Other Direct Costs			
Other direct costs	0	0	0
Other direct costs	0	0	0
Other direct costs	0	0	0
Taxes			
Retail Cannabis Federal Tax (35% of gross receipts)	903,162	1,699,186	3,196,804
Retail Cannabis State Tax (10.75% of Net Income)	41,609	78,283	147,281
Retail Cannabis Local Tax (3% of Gross Income)	77,413	145,644	274,011
Total	1,022,184	1,923,113	3,618,096

Operating Expenses

Table 6. Operational costs, \$

\$	Year 1	Year 2	Year 3
SG&A Expenses			
G&A Expenses - Initial & General Costs			
Legal Fees & Licensing for setting up	15,000	TBD	TBD
Website/Ecommerce platform development	2,000	TBD	TBD
Other initial expenses	0	0	0
Property Taxes	3,000	TBD	TBD
Commercial Insurance	5450	TBD	TBD
Other General Costs	0	0	0
G&A Expenses - Retail			
Building Renting	2,000	TBD	TBD
Security & Surveillance	15,000	0	0
Electronic Devices (Including, but not limited to, TVs, POS systems, IPads, Communication Devices, ID Scanners)	7500	TBD	TBD
Building Build-out (including, but not limited to, Flooring, Plumbing, Electrical, and Painting)	19,400	TBD	TBD
Community Contributions (0.5% of Gross Profits)	TBD	TBD	TBD
SG&A Expenses - Marketing & Sales Expenses			
Marketing Expenses, including PR, Branding, Online and Offline advertising—Plans of allocating 8-10%	TBD	TBD	TBD
Other Marketing & Sales Expenses	0	0	0
Brokers and Sellers Fees	0	0	0
Salaries & Benefits	322,560	TBD	TBD
Total	391,910	TBD	TBD

Profit & Loss Forecast

Business’s revenue is projected to grow significantly for the first two years’ timeframe. The yearly projections are in the table below:

Table 7. Income Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3
Revenue		5,059,736.18	9,519,252.52	17,909,267.47
COGS - Cost of Goods Sold		2,479,270.73	4,664,433.33	8,775,541.10
Gross Profit		2,580,465.45	4,854,818.79	9,133,726.37
% of revenue		51%	51%	51%
Operational Cost				
Operating Cost (Including, but not limited to, Admin expenses, lab testing, marketing, utilities, maintenance, miscellaneous)		258,000	270,900	284,445
Personnel Cost (including, but not limited to, Salaries for Senior management, security personnel, Budtenders, General Laborers)		476,940	476,940	476,940
Total Operational Cost		761,820	774,720	788,265
Operating Income (EBITDA)		1,818,645.45	4,080,098.79	8,345,461.37
Taxes (Assuming 20%)		363,729.09	816,019.76	1,669,092.27
Net Profit		1,454,916.36	3,264,079.03	6,676,369.10
% of revenue		29%	37%	37%

Cash Flow Statement

The cash flow projections show that our business will have sufficient cash to support our activity. The following table presents a view of projected cash flow of our business.

Table 8. Cash Flow Statement, \$

	\$	YEAR 1	YEAR 2	YEAR 3
INFLOW				
Sales		5,059,736.18	9,519,252.52	17,909,267
Total Cash Inflow		5,059,736.18	9,519,252.52	17,909,267
Payment				
Personnel Cost		503,820	503,820	503,820
Operational Cost		258,000	270,900	284,445
Total Payment		761,820	774,720	788,265
Tax		363,729.09	816,019.76	1,669,092.27
Cash Balance		3,934,187.09	7,928,512.76	15,451,910.20
Opening Balance		(93,000)	3,841,187.09	11,769,699.85
Closing Balance		3,841,187.09	11,769,699.85	27,221,610.05

Retail Premises

Physical Security Plan

GT will secure the perimeter of our facility to prevent unauthorized intrusion. Within our dispensary, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

Video surveillance and adequate exterior security lighting will secure the perimeter. In addition, during non-operational hours, all entryways, exits and windows will be externally covered by industry leading surveillance systems, which will notify our nearby police station within seconds if any suspicious activity has been detected.

Motion detectors will monitor the inside of all exterior doors; windows and interior limited access areas.

Customers Access

The property will have common parking spaces on its premises stationed near the building. These spaces will easily accommodate our daily customers. Off-site parking may be available for events when parking on site is not possible.

Procedure

- A. Customers will be asked to display their 21+ ID prior to entering through the facility's front entrance.
- B. Once customers enter our facility they will be asked to wait for the next available bud-tender. During the waiting time, customers will have the ability to view our daily products displayed within our showcases, and digital screens.
- C. Once a bud-tender completes the transaction with their customer the next customer will be asked to step down where they can view the products they're interested in, in more detail, and have answered any questions they may have. Customers will be asked to display their 21+ ID prior to finalizing their transactions.
- D. Once the customer is completed finalizing their transaction our on site security personnel will direct them out of the facility.

The entry door to the cannabis products area will be operated on a "double buzzer" system, controlled by the person assigned to the control area. This person will allow access into the lobby only after proper screening. At this point, customers will be escorted into the area where the products can be viewed and purchased. No weapons, bags or hoodies will be allowed within the facility. In addition, there will be a guard on site in the area of the cannabis products, roving the perimeter.

Internal Access-Point Control

All movement within the facility will be tightly controlled. All main access doors and doors to the dispensary will require keycards and electronic passcodes.

Limited Access to Secured Areas and Visitors

GT's facility will consist of limited access areas. GT ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel.

Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

Video Surveillance

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 1280x720 pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

1. Lobby Area
2. Scanning station
3. The retail sales floor with a camera located at each point of sale location
 - a. The camera placement must allow for recording of the facial features of any person purchasing or selling cannabis goods
 - b. This covers all areas where cannabis is present or handled, including all point-of-sale locations, and all means of access to such areas.
4. Entrances and exits from both indoor and outdoor vantage points
5. Security Rooms
6. All limited access areas
7. Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises.
8. Areas storing the surveillance system device with at least once camera recording the access points to the secured surveillance recording area
 - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
9. Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

GT anticipates contracting with Target Securities to help deter, detect, and document security events at each facility from a remote location. Target Securities will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with Target Securities to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, the retail sales floor, storage rooms, and windows.

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- ✓ A test signal shall be transmitted to the central station every twenty-four (24) hours;
- ✓ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- ✓ The system shall include at least one (1) holdup alarm for staff use; and
- ✓ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Panic Buttons and Internal Communications

Panic buttons will be installed in easily accessible areas within the dispensary, inventory/storage room, and IT/security room.

Fire Security

The Processing Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of processing safety. As part of GT's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed-contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

PLAN FOR OBTAINING LIABILITY INSURANCE

PLAN FOR OBTAINING LIABILITY INSURANCE

In accordance with 935 CMR 500.101(c)(6), Dr.Greenthumb Greenfield LLC ("GT") will have a plan to obtain a liability insurance policy or otherwise meet the requirements of 935 CMR 500.105(10).

GT intends to 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 the policy shall be no higher than \$5,000 per occurrence.

GT has already sought out a quote from Gilbert Insurance Agency, Inc., which is attached to this application.



GILBERT INSURANCE AGENCY, INC.
137 Main Street
Reading, MA 01867

dgilbert@gilbertinsurance.com
Phone: (781) 942-2225 x125 Fax: (781) 942-2226

Enclosed you will find an annual admitted Commercial Liability quote for Dr. Greenthumb Greenfield LLC . The quote number is MGL021U35U1.

- Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II- Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III- Provides the Liability Limits of Insurance
- Section IV- Lists the required coverage forms, notices, endorsements and exclusions.
- Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI- Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- An Excess General Liability quote that provides higher limits of Liability. It is attached as a separate quote under #XSL021U23H5. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.

The carrier will send you an invoice based on the terms reflected in this quote.
Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at www.usli.com/ezpay. By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!



GILBERT INSURANCE AGENCY, INC.
137 Main Street
Reading, MA 01867

dgilbert@gilbertinsurance.com
Phone: (781) 942-2225 x125 Fax: (781) 942-2226

Sincerely,
David Gilbert
GILBERT INSURANCE AGENCY, INC.



MGL021U35U1

Quote is valid until 8/16/2021

To: Dr. Greenthumb Greenfield LLC

From: David Gilbert

dgilbert@gilbertinsurance.com

Please bind effective: _____
 Insured email address: _____
 Insured phone number: _____

Confirm optional coverages:
 Do not include any optional coverages.
 Include the following optional coverages from Section VI
 (Taxes & Fees may apply to optional premium if purchased)
 Option 1 - (add: *\$100.00) - Terrorism Coverage
 *See Terrorism Section for Exact Pricing and Terms

This policy is eligible to be Direct Billed.
 Note: a \$5.00 installment fee will apply to each installment after the first - please select one of the following:

Direct Bill both this New Business and future Renewals
 (If checked - Select a Payment Plan):
 SINGLE PAYMENT

See the last page of this quote for Payment Plan Descriptions

Do not Direct Bill this New Business but do Direct Bill future Renewals
 Do not Direct Bill this policy

NOTE: If the Direct Bill Option is selected, the Company will invoice the insured. Do not bill or collect the down payment. All taxes, surcharges and fees (except installment fees) will be billed in full with the first installment.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL LIABILITY POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XI
Term Quoted:	Annual
COVERAGE PART	PREMIUM
Commercial General Liability	\$375.00
PLEASE REFER TO THE EXCESS LIABILITY QUOTE #XSL021U23H5 IF HIGHER LIMITS OF LIABILITY ARE DESIRED.	
TOTAL PREMIUM DUE TO CARRIER	\$375.00
ADDITIONAL COSTS	
Broker Fee	_____
TOTAL AMOUNT DUE	_____

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS

This account is subject to the following - Sections A, B and C:

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Responses to the Prior to Bind questions below are not needed if the completed and signed application is submitted at the time of binding.

"x" indicates Prior to Bind requirement for Coverage Part

Liab = Liability; Prop = Property; Liq = Liquor; Cr = Crime; IM = Inland Marine;

Liab	Eligibility Question (applies to all locations)	Response
x	Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Has Insurance coverage been cancelled or non-renewed in the past three years for reasons other than vacancy? (not applicable in MO)	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Is the building currently damaged by fire or otherwise?	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Is the building locked and secured from unauthorized entry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Is the building scheduled for demolition during the policy term (except incidental non-load bearing interior work)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Is there a swimming pool on premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No
x	Is the building located on an active farm?	<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Items Required Within 21 days of the inception of coverage:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

C. Underwriting Notes:

- Risk may be eligible for a reduction in premium if the applicant has been in business for more than 3 years at the current location.
- Please be advised our underwriting team may conduct a thorough online search of the applicant and their activities before coverage is eligible to bind. This quote could be altered or rescinded based on the information found.
- Thank you for the opportunity to quote this risk and for using Instant Quote.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 220-228 Main Street , Greenfield, MA 01301

Liability Coverage

Description	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Vacant Buildings - not factories - Other than Not-For-Profit	68606	Total Area	8,270	Excl	28.350	Excl	\$375 MP
			Per 1,000 Total Area				

Liability Coverage Premium for Location #1: \$375

III. LIABILITY LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Excluded
General Aggregate	\$2,000,000
General Liability Deductible	\$0

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

IV. REQUIRED FORMS & ENDORSEMENTS

General Liability Endorsements

CG0001	(12/07) Commercial General Liability Coverage Form	L-232s	(09/05) Classification Limitation Endorsement
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-278 VAC	(12/14) Independent Contractors/Subcontractors Exclusion
CG0203	(03/08) Massachusetts Changes - Cancellation And Nonrenewal	L-395	(11/05) Vacant Building Protection Warranty
CG2104	(11/85) Exclusion - Products-Completed Operations Hazard	L-500	(12/17) Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-532 VAC	(12/14) Exclusion - Construction Operations
CG2136	(03/05) Exclusion - New Entities	L-540	(11/09) Exclusion - Exterior Work Over 50 Feet
CG2139	(10/93) Contractual Liability Limitation	L-599	(10/12) Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
CG2144	(04/17) Limitation of Coverage to Designated Premises, Project or Operation	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-783	(10/12) Amendment of Liquor Liability Exclusion
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	LLQ-100 MA	(07/06) Who Is An Insured Clarification Endorsement
Exclusion - Unmanned Aircraft	(06/15) Exclusion – Unmanned Aircraft	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement
IL0017	(11/98) Common Policy Conditions	Notice-NewEntitiesGL	(06/20) Exclusion - New Entities Endorsement for Commercial General Liability Policy Advisory Notice to Policyholders
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	NTP MA	(01/10) Massachusetts Notice to Policyholders
Jacket	(07/19) Policy Jacket	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

VI. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

One Year Payment Plan Descriptions:

SINGLE PAYMENT - The entire premium is invoiced immediately and is due 20 days after it is invoiced.

An installment fee as noted on page 1 of this quote applies to each installment after the first.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested



Commercial General Liability Application

MGL021U35U1

You or your agent provided the information used to complete the questions below. Please answer all remaining questions in the space provided. By signing this application you are warranting that all information on this application is true and correct.

I. General Information

Applicant's Name: Dr. Greenthumb Greenfield LLC

Form Of Business: [] Individual [] Corporation [] Partnership [x] LLC [] Other:

Mailing Address:

City: State: Zip:

Phone Number: Fax Number:

Web Address: E-mail Address:

Inspection Contact:

Coverage Desired: [x] Monoline Liability [] Monoline Property [] Monoline Liquor [] Package

Policy Term: [] 3 Months [] 6 Months [] 9 Months [x] Annual

Has coverage been cancelled or non-renewed in the last 3 years (not applicable in the state of MO)? [] Yes [] No

If Yes, provide complete details:

What year did the business start? 2021

Loss Information for the past 3 years: [x] None or provide details below

Please advise all entities requesting to be added as Additional Insured on this policy: [x] Not Applicable

Table with 3 columns: Complete Name, Address, Interest

Description of Operations:

Commercial – retail building total sq. ft. 8270, New Purchase. No current damage, no renovations during the policy term.

Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years? [] Yes [] No

Has Insurance coverage been cancelled or non-renewed in the past three years for reasons other than vacancy? (not applicable in MO) [] Yes [] No

II. Limits of Insurance

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Excluded
General Aggregate	\$2,000,000
General Liability Deductible	\$0

III. Locations of Coverage and Corresponding Classifications

Location #1

Address 220-228 Main Street City Greenfield State MA Zip 01301
Years At Current Location: _____

Classification	Code No.	Premium Basis	Premium Exposure
Vacant Buildings - not factories - Other than Not-For-Profit	68606	Total Area	8,270

- Is the building currently damaged by fire or otherwise? Yes No
- Is the building locked and secured from unauthorized entry? Yes No
- Is the building scheduled for demolition during the policy term (except incidental non-load bearing interior work)? Yes No
- Is there a swimming pool on premises? Yes No
- Is the building located on an active farm? Yes No
- How many stories is this building? 2
- How many total acres is the size of the plot of land the Vacant Building is located on? 1

IV. Eligibility Criteria

Classification
Vacant Buildings - not factories - Other than Not-For-Profit

V. Additional Eligibility Information

Does the Applicant engage in any operations or have any classifications on their premise(s) other than those listed in Item III Locations of Coverage and Corresponding Classifications? Yes No

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and/or civil penalties and other sanctions.

Applicant's Warranty Statement: I warrant that the information provided in this Application, and any amendments or modifications to this Application are true and correct. I acknowledge that the information provided in this Application is material to acceptance of the risk and the issuance of the requested policy by Company. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date this application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in this Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.

I acknowledge that this Application is deemed incorporated by reference in any policy issued by Company in reliance thereon whether or not the Application is attached to the policy.

I acknowledge and agree that a breach of this WARRANTY STATEMENT is grounds for Company to declare void any policy or policies issued in reliance thereon and/or deny any claim(s) for coverage thereunder.

Applicants Signature*: _____ Title: _____ (Required) Date: _____ (Required)
Brokers Signature: _____ (Must be Owner, Officer or Partner) _____ (Required) Date: _____ (Required)

If your state requires that we have the name and address of your (insured's) authorized Agent or Broker.

Name of Authorized Agent or Broker: _____

Address: _____

**SUBMITTING THIS APPLICATION DOES NOT BIND THE APPLICANT TO PURCHASE INSURANCE.
ACCEPTANCE OF THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.**

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Applicant Name (Print)

Named Insured

Authorized Signature

Date



GILBERT INSURANCE AGENCY, INC.
137 Main Street
Reading, MA 01867

dgilbert@gilbertinsurance.com
Fax: (781) 942-2226

Enclosed you will find an annual admitted Excess General Liability Coverage for Dr. Greenthumb Greenfield LLC . The quote number is XSL021U23H5 Version 3 .

- Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II- Schedule of Underlying Coverages
- Section III- Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV- Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section V- Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.
Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at www.usli.com/ezpay. By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
David Gilbert
GILBERT INSURANCE AGENCY, INC.



XSL021U23H5 Version 3

Quote is valid until 8/16/2021

To: Dr. Greenthumb Greenfield LLC

From: David Gilbert

dgilbert@gilbertinsurance.com

Please bind effective: _____
 Insured email address: _____
 Insured phone number: _____

Confirm optional coverages:
 Do not include any optional coverages.
 Include the following optional coverages from Section IV
 (Taxes & Fees may apply to optional premium if purchased)
 Option 1 - Terrorism Coverage

This policy is eligible to be Direct Billed.
 Note: a \$5.00 installment fee will apply to each installment after the first - please select one of the following:

Direct Bill both this New Business and future Renewals
 (If checked - Select a Payment Plan):
 SINGLE PAYMENT
 TWO PAYMENTS - Premium must be over \$400
 THREE PAYMENTS - Premium must be over \$675
 FOUR PAYMENTS - Premium must be over \$1,000

See the last page of this quote for Payment Plan Descriptions

Do not Direct Bill this New Business but do Direct Bill future Renewals
 Do not Direct Bill this policy

NOTE: If the Direct Bill Option is selected, the Company will invoice the insured. Do not bill or collect the down payment. All taxes, surcharges and fees (except installment fees) will be billed in full with the first installment.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

EXCESS GENERAL LIABILITY COVERAGE POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XI
Term Quoted:	Annual
LIMIT OPTIONS	PREMIUM
<input type="checkbox"/> \$1,000,000	\$400 (MP)
<input type="checkbox"/> \$2,000,000	\$800 (MP)
<input type="checkbox"/> \$3,000,000	\$1,200 (MP)
<input type="checkbox"/> \$4,000,000	\$1,600 (MP)
<input type="checkbox"/> \$5,000,000	\$2,000 (MP)
ADDITIONAL COSTS	
Broker Fee	\$_____

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

We have provided a pre-filled application that would assist in satisfying these requirements.

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Confirmation that all of the following are True:

- There are no past, pending or planned foreclosure and/or bankruptcy or judgment for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the past five years
- Insurance coverage that has not been cancelled in the past three years for reasons other than vacancy. (not applicable in MO)
- The building is not currently damaged by fire or otherwise
- The building is locked and secured from unauthorized entry
- There is no swimming pool on premises
- The building is not located on an active farm

B. Items Required Within 21 days of the inception of coverage:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

C. Underwriting Notes:

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.

II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability	Limits of Liability	
Carrier: Mount Vernon Fire Insurance Company	Each Occurrence:	\$1,000,000
AM Best Rating: A++g	Products/Completed Operations Aggregate:	Excluded
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

III. REQUIRED FORMS & ENDORSEMENTS

IUL100	(07/06) Expected or Intended Injury Exclusion	L-589	(01/06) Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors, And Subcont
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	XL MA	(07/20) Excess Liability Policy
IUL119MA	(01/12) Exterior Work Over 50 Feet Exclusion	XL101	(05/07) Automobile Exclusion
IUL138MA	(01/12) Vacant Building Protection Representation	XL465	(12/16) Exclusion - Unmanned Aircraft
Jacket	(07/19) Policy Jacket		

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Rate
Option 1 Terrorism Coverage	See notes for rate information

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.0000% of the total applicable premium for this risk, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages

V. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

One Year Payment Plan Descriptions:	
SINGLE PAYMENT	- The entire premium is invoiced immediately and is due 20 days after it is invoiced.
TWO PAYMENTS	- 50% of the premium is invoiced immediately and is due 20 days after it is invoiced; the balance is invoiced 150 days after inception.
THREE PAYMENTS	- 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; 30% is invoiced 120 days after inception; the balance is invoiced 210 days after inception.
FOUR PAYMENTS	- 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; three equal installments of 20% are invoiced at 120 days, 180 days and 240 days after inception.

An installment fee as noted on page 1 of this quote applies to each installment after the first.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

DR.GREENTHUMB GREENFIELD LLC

RETAIL ESTABLISHMENT

RESTRICTING ACCESS TO 21 AND OLDER

RESTRICTING ACCESS TO 21 AND OLDER

Dr. Greenthumb Greenfield LLC ("GT") is committed to the required steps necessary to divert Marijuana and/or Marijuana products to individuals under the age of 21. Training will be given to the security team along with employees on preventing any underage shoppers from entering the establishment. Such training will offer security personnel the ability to pin point any individual who may look under the age of 21. In accordance with 935 CMR 500.030 and 935 CMR 500.002, all employees and registered agents and any individual visiting the establishment, must be 21 years of age or older.

- External under 21 signs stating, in capitalization, "NO PERSON UNDER 21 ALLOWED";
- Security personnel checking identification with a state-of-the-art ID scanner prior to entering the retail establishment;
- Internal security guard double checking Identification prior to a customer's interaction with a Budtender;
- A third check of identification from the Budtender prior to finalizing the transaction;
- All manufactured products will not resemble commercial candies nor food;
- All manufactured products will be clearly labeled and dispensed in child-proof containers to prevent accidental ingestion by children;
- All products will be placed in child-resistant exit packaging prior to leaving the establishment;
- Customers will be made aware by employees and budtenders of the consequences of distributing marijuana and or marijuana products to minors; and
- All customers, prior to receiving marijuana at the facility, will be aware that they are agreeing to such policies that disclose that the customer will not divert or distribute products to anyone else.

GT has a zero-tolerance policy for diverting marijuana and marijuana products to individuals younger than 21 years of age.

Quality Control and Testing of Marijuana and Marijuana Products.

Product safety involves several aspects: Testing of the marijuana and or marijuana products; the manner in which the product is handled and packaged, the manner in which it is stored, the environment in which all of the foregoing occurs, and information concerning the use of the product. Dr. Greenthumb Greenfield LLC (“GT”) policies and procedures address each of these areas in detail.

Prior to receipt by any Marijuana Establishment(s) that GT is affiliated with, such as, Marijuana Cultivators, Marijuana Product Manufacturers, and or Marijuana Retailers, all recreational marijuana will have been subjected to testing by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Recreational Marijuana Products and Marijuana-infused Products. Testing of environmental media (e.g. soils, growing media, and water) shall also be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries and Adult-Use of Marijuana, published by the Department of Health and the Cannabis Control Commission ("Commission"). If not already packaged and labeled, products will be examined by a designee employee for visual defects in the packaging or obvious deficiencies in the product(s). In accordance to 935 CMR 500.160(1)(a), any deficiencies that are found, the designee employee of GT shall notify the Chief Executive Officer and or Chief Operational Officer who will then notify the Commission within 72 hours of any laboratory testing results, indicating that the contamination cannot be remediated and the disposing of the receiving batch. This notification must be from both the Marijuana Establishment(s) and the Independent Testing Laboratory, separately and directly.

Through its Chief Executive Officer, GT will investigate an appropriate array of certified Testing Laboratories and identify the most qualified facilities. GT will concurrently conduct due diligence of its product suppliers to ensure that the marijuana sold has been verified by qualified Independent Testing Laboratories.

Protocols for submitting Marijuana and Marijuana Products for Testing.

GT will ensure that its products are subject to the following protocols and procedures related to the testing of Marijuana and Marijuana Infused Products:

- ❖ Immediately before any purchase of Marijuana and or Marijuana Products, the supplier will have to segregate all raw harvested cannabis into homogenized batches and select a random sample from each batch for collection and testing by an Independent Testing Laboratory for the compounds and Contaminants set forth in 935 CMR 500.160 (1);
- ❖ Marijuana and or Marijuana Products will not be available for sale until the Independent Testing Laboratory provides the results from its tests and analysis. The supplier and or Independent Testing Laboratory should:
 - Segregate and withhold from use of the entire batch that is currently being tested, except the samples that have been removed for testing;
 - Maintain the batch in a secure location consisting of, adequate lighting, ventilation, temperature, humidity, during the period of segregation so as to prevent the marijuana from becoming contaminated or losing its efficacy;
 - The supplier shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination of mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables, and;
 - Packaged in a secure area in accordance to 935 CMR 500.105(3).
 - Have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed;
 - Storage areas shall be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds and pests of any kind,
 - Have storage areas maintained in accordance with the security requirements required by the CCC, 935 CMR 500.110, as well as GT's policies and procedures;
 - Under no circumstances sell any marijuana from the withheld batch, before the time that the Independent Laboratory has completed its analysis and provided those results, either in writing or electronically, back to the supplier that provided the sample; and,

- ❖ Where a sample provided to a Independent Testing Laboratory does not pass the required testing parameters, the lot from which it was taken, should be immediately disposed in compliance with 935 CMR 500.105(12)

All marijuana and or marijuana products purchased from Marijuana Establishment(s) must be tested for the cannabinoid profile and for contaminants as specified by the Department including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Such testing's are shown below in more detail:

Metals.

Finished Adult-use marijuana products must be tested for the four metals including, Arsenic (inorganic), Cadmium, Lead and Mercury.

Pesticides and Plant Growth Regulators.

A production batch of finished plant material may be dispensed to consumers if no individual pesticide or plant growth regulator is detected above 10 ppb. The minimum list of pesticides includes, Bifenazate, Bifenthrin (synthetic pyrethroid), Cyfluthrin (synthetic pyrethroid), Etoxazole, Imazalil, Imidacloprid, Myclobutanil, Spiromesifen, and Trifloxystrobin.

Microbiological Contaminants and Mycotoxins.

Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit ("CFU") counts per mass of product samples. The requirements for pathogenic E. coli and Salmonella spp. is based on detection in a 1-gram sample, and the requirement for mycotoxins is based on the concentration per kilogram of sample. The limits of quantification thresholds for microbiological contaminants and mycotoxins are shown below:

DR.GREENTHUMB GREENFIELD LLC
RETAIL ESTABLISHMENT
QUALITY CONTROL AND TESTING

Cannabis Material	Total Viable Aerobic Bacteria	Total Yeast and Mold (CFU/g)	Total Coliforms (CFU/g)	Biletolerant Gramnegative Bacteria (CFU/g)	E. coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
Processed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
CO2 and Solvent-based Extracts	10 ⁴	10 ³	10 ²	10 ²	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material

Residual Solvents.

Residual solvent testing is required only for marijuana resins and concentrates where solvents have been used within a Marijuana Establishment(s) production process. A production batch of cannabis oil may be dispensed as a finished Adult use marijuana product if: a laboratory analysis verifies that all solvents used at any stage of marijuana oil production are below the limits described below and if the production batch passes all other applicable testing requirements.

Concentration limits for Residual levels of Propane, n-Butane, or Iso-Butane that may be used in the production of cannabis oil are shown below:

Solvent (1)	Upper Limit (mg/kg)
Propane (CAS 74-98-6)	1
n-Butane (CAS 106-97-8)	1
Iso-Butane (CAS 75-28-5)	1

Concentration Limits for Residual Solvents that may be used in the production are shown below:

Solvent	Concentration Limit (mg/kg)
Acetic Acid	5,000
Acetone	5,000
Acetonitrile	410
Anisole	5,000
1-Butanol	5,000
2-Butanol	5,000
Butyl acetate	5,000
Tert-Butylmethyl ether	5,000

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Chlorobenzene	360
Chloroform	60
Cumene	70
Cyclohexane	3,880
1,2-Dichloroethene	1,870
Dichlorormethane	600
1,2-Dimethoxyethane	100
N,N-Dimethylacetamide	1,090
N,N-Dimethylformamide	880
Dimethyl sulfoxide	5,000
1,4-Dioxane	380
Ethanol	5,000
2-Ethoxyethanol	160
Ethyl acetate	5,000
Ethylene glycol	620
Ethyl ether	5,000
Ethyl formate	5,000
Formamide	220
Formic acid	5,000
Heptane	5,000
Hexane	290
Isobutyl acetate	5,000
Isopropyl acetate	5,000
Methanol	3,000
2-Methoxyethanol	50
Methyl acetate	5,000
3-Methyl-1-butanol	5,000
Methylbutylketone	50
Methylcyclohexane	1,180
Methylethyl ketone	5,000
Methylisobutyl ketone	5,000
2-Methyl-1-propanol	5,000
N-Methylpyrrolidone	530
Nitromethane	50
Pentane	5,000
1-Pentanol	5,000
1-Propanol	5,000
2-Propanol	5,000
Propyl acetate	5,000
Pyridine	200
Sulfolane	160
Tetrahydrofuran	720
Tetralin	100
Toluene	890
1,1,2-Trichloroethylene	80
Xylene	2,170

Laboratory Testing Requirement By Product.

Various products must meet specific requirements in order for sale. This section outlines for employees what steps are taken based on the product.

Concentrates For Marijuana Infused Products.

Prior to being made available for sale, concentrates will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents. Concentrates must be tested for metals, as well as residual solvents if solvents were used in the Marijuana Establishment(s) production.

Resin for Sale.

Prior to being made available for sale, resins will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents.

Marijuana Infused Products.

All Marijuana Infused Products will be produced from cannabis concentrates or cannabis resin. Testing of cannabis concentrates, and resin will be adhered to the testing protocols described above. Prior to being made available for sale, Marijuana Infused Products and or batches made from cannabis concentrate will be tested for cannabinoid profiling and microbiological contaminants.

Production batches will be discarded and not dispensed to consumers if any biological contaminant limit is exceeded. Prior to being made available for sale, Marijuana Infused Products will be tested for cannabinoid profiling and heavy metals.

Protocols For Responding to Laboratory Results.

If any analysis fails to meet all applicable data quality objectives, then the finished Marijuana and or Marijuana products cannot be dispensed.

Marijuana Establishments in which GT obtain their Marijuana and or Marijuana Products will be asked to disclose procedures and or protocols in regards to failing test results such as, but not limited to, marijuana plants and or marijuana infused products failing to meet metal or a bacteria/fungi/mycotoxin standards. Such

procedures and or protocols are shown below:

- ❖ The production batch may be re-sampled for a follow up testing if any analysis fails. That production batch may be retested once, and records of the original analysis must be retained and shared with GT. If applicable data quality objectives are not met, the production batch cannot be dispensed within the GT Retail Establishment.
- ❖ If a production has failed after being re-tested, a Marijuana Establishment must dispose of such products according to the Waste Disposal Regulations 935 CMR 500.105(12).

The Chief Executive Officer, and or Chief Operational Officer will be responsible for investigating and assessing the source of any contamination and implementing change to eliminate the source of contamination and mitigate the risk of future contamination within any marijuana and or marijuana products the company purchases.

Procedures for investigating and mitigating contamination will include at a minimum:

Pesticides and Plant Growth Regulators Contamination:

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other products used in the Marijuana Establishment(s) cultivation process;
- ❖ Analyze and evaluate test results that consist of soils and/or mediums used in the Marijuana Establishment(s) cultivation process; and,
- ❖ Analyze and evaluate test results that consist of water sources used in the Marijuana Establishments(s) cultivation process

Residual Solvents Contamination:

- ❖ Review the Marijuana Establishment(s) protocols

Heavy Metals Contamination:

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other product used in the Marijuana Establishment(s) cultivation process;

- ❖ Analyze and evaluate test results that consist of soils and or/mediums used in the Marijuana Establishment(s) cultivation process;
- ❖ Analyze and evaluate test results that consist of water sources used in the Marijuana Establishment(s) cultivation process;
- ❖ Review the Marijuana Establishment(s) chain of custody and growing protocols for marijuana plants; and,
- ❖ Review the Marijuana Establishment(s) sampling protocols

Microbiological Contamination and Mycotoxin Contamination:

- ❖ Analyze and evaluate the Marijuana Establishment(s) clean cultivation areas;
- ❖ Review the Marijuana Establishment(s) cultivation protocols and environmental conditions/controls in the cultivation, trim and curing rooms;
- ❖ Review the Marijuana Establishment(s) chain of custody and protocols for marijuana plants; and,
- ❖ Review the Marijuana Establishment(s) sampling protocols

Records.

The testing results from any Marijuana Establishment(s) and or Independent Testing Laboratory will be maintained for at least one year. These records will be available for inspection by the Commission and/or the Department of Health (“DPH”), upon request, and maintained at the establishment's expense in a form and location acceptable to the Commission and the DPH for at least two years after closure. Each production batch received at GT, whether it be Marijuana and or Marijuana Products (e.g. cannabis resin or concentrates) must be identified for product tracking and labeling.

Notifications.

In accordance to 935 CMR 500.160(2), GT shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of a batch is necessary. Upon receiving a laboratory results indicating contamination, the employee responsible for reviewing laboratory testing results shall notify the Chief Executive Officer or Chief Operational Officer of

GT who will then will notify the Commission.

Sample Handling

After marijuana and or marijuana products are obtained/purchased from Marijuana Establishment(s) and properly labeled, the storage and transportation of such finished products shall be under conditions that will protect them against physical, chemical and microbial contamination set forth in 935 CMR 500.105 (3) and should be delivered for analysis as soon as possible.

- ❖ Sample containers both empty and once containing samples should be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than (1) year;
- ❖ Preservatives and pre-preserved sample containers may degrade after several months. GT will contact the laboratory to verify limits on sample container use;
- ❖ All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed; and,
- ❖ Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references;

Sample Storage

- ❖ Samples should be refrigerated or maintained on ice (4 degree Celsius +/- 2 degree Celsius) until they are shipped to the Independent Testing Laboratory;
- ❖ Placing the sample in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location;
- ❖ To be considered valid, a designee employee and or Chief Operational Officer prior to expiration of the technical holding time must analyze all samples. Some biological components has a holding time that is very

short, roughly 24 to 48 hours from the time of collection;

- ❖ Samples should be maintained either under the supervision of the Chief Executive Officer, Chief Operational Officer, or designee employee responsible for the integrity of the samples; and,
- ❖ Chain of custody seals may be used by sample collection staff to ensure that samples are not tampered with following sample collection.

Packaging and Shipping Samples

- ❖ Package the samples for shipping in a clean area free of contamination, such as, but not limited to Production area;
- ❖ Make sure that sample containers are clean, lids are tight and will not leak and that all samples are properly labeled as described above. Covering label with clear tape is recommended for protection in the event of a leak or damage to the package;
- ❖ Conduct, by a designee employee, an inventory of sample ID's against the chain-of-custody documentation form to make sure that all samples and containers are present;
- ❖ Seal sample containers in clear plastic bags with labels visible;
- ❖ If the samples need to be kept cold during transport, a designee employee must pack the samples in a clean waterproof metal or hard plastic ice chest or cooler with a double-bagged ice or ice packs;
- ❖ Samples should be maintained at 4 degree Celsius +/- 2 degree Celsius at all times. A designee employee must be sure that the samples are already cool when preparing the package (sample) for shipping;
- ❖ When samples are shipped in a cooler, a designee employee must line the cooler with plastic (e.g. large heavy-duty garbage bag) before packaging. If the cooler has an external drain, make sure it is plugged;
- ❖ A designee employee must include a noncombustible absorbent packing materials to protect the samples from damage;
- ❖ Enclose chain-of-custody forms and any other necessary documentation in a sealed waterproof plastic bag. If applicable, include instructions or a shipping label for return of the cooler;
- ❖ Remove the old shipping labels, if any, and seal the cooler, or other container, with strapping tape; and,

- ❖ Use package tracking, if available from the shipper.

Sanitary Requirements

All Marijuana agents employed by GT, whose job includes contact with Marijuana and Marijuana-related products, such as, but not limited to, cultivation, production, and/or packaging will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, And Isolation And Quarantine Requirements.

Designated Marijuana agents whose working directly with marijuana and/or marijuana products must comply with sanitary requirements set forth in 935 CMR 500.105 (3)(b). Such employees must conform to sanitary practices while on duty, including:

- ❖ Maintaining adequate personal cleanliness; and,
- ❖ 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.

GT will provide employees with readily accessible toilet facilities and hand-washing facilities, furnished with running water at a suitable temperature, located conveniently around its Retail Establishment. Hand-washing facilities will be located in areas, such as, but not limited to, our production area, and areas, where GT deems necessary, to maintain good sanitary practices which require employees to wash their hands, and will provide effective hand-cleaning and sanitizing preparations and will consist of suitable drying devices.

GT Retail Marijuana Establishment will have a designated area for placement of equipment and storage of materials as deemed necessary for the maintenance of sanitary operations set forth in 935 CMR 500.105(3)(b).

Litter and waste will be properly removed, and disposed of, to be able to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. GT operating systems related to waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

GT interior space, such as, but not limited to their floors, walls and ceilings, will be constructed in such a manner that allows employees to be able to keep such areas clean and in good repair. All contact surfaces within the establishment will be maintained and consistently cleaned and sanitized as frequently as necessary to prevent

contamination. All items deemed to be toxic, by any member of GT, would be identified, held and stored in a manner that protects against contamination of marijuana.

GT executive team will be working hand in hand with architects, general contractors, and plumbers to ensure that water supply is sufficient for necessary operations and that plumbing within GT's Establishment is adequate in size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

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In accordance with 935 CMR 500.101(c)(8)(g), Dr.Greenthumb Greenfield LLC ("GT") will maintain operating policies and procedures including personnel policies.

GT's greatest asset is its team and it is dedicated to an exceptional customer service experience delivered with a helping hand and a sense of warmth, quality and safety. GT's personnel policies, including background checks, are found in GT's staffing plan, employee handbook and employment agreements.

Staffing Plan

The hiring of agents must follow established procedures. The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. GT retains legal counsel to ensure its employment policies comply with local, state and federal employment laws.

Staff Acquisition Process:

1. Identification of need;
2. Job classification and job description preparation;
3. Solicitation of the vacant position utilizing the methods that best fit the position;
4. Reviewing resumes on qualified candidate;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling first interviews with the Human Resources Manager;
7. Scheduling second interviews with strong candidates with the Human Resources Manager and department manager;
8. Delivery of an offer letter to the first choice candidate;
9. Performing criminal background check on selected candidate;
10. Send application to the state for registration; and
11. Completion of the probationary period.

The staffing plan is based on business plan assumptions and best practices and may be adjusted in accordance with actual operating needs. Employees deemed with the responsibility of hiring potential employees will coordinate with the Chief Executive Officer, Chief Operational Officer, and/or General Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the

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Human Resource Manager or employee designated with the responsibility to hire staff and will always include performing a criminal background check on the selected candidate to determine their eligibility, new hire orientation and training only upon successful registration and completion of the probationary period.

All managers must comply with all Equal Employment Opportunity Commission (“EEOC”) guidelines. None of GT’s policies or practices discriminate based on or conflict with laws regarding the following: race, height and weight, credit rating or economic status, religious affiliation or beliefs, citizenship, marital status and number of children, gender, arrest and convictions, security/background checks for certain religious or ethnic groups, disability, medical questions and examinations.

Positions will only be filled according to established protocols.

Applicant Screening and Monitoring

Pre-Screening Potential Candidates

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify for the employment application. This will streamline the application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will pre-qualify based on the specific information needed later in the process.

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to a secondary verification where it will be noted that the applicant will soon be licensed as a cannabis agent and thus allowed to work within the facility. The investigation will be conducted to ensure the potential agent does not have any felony convictions, which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether it was a misdemeanor or a felony. Any indication of past crimes of moral turpitude will be a bar to employment.

GT will employ a professional background check service in order to comply with the strict laws of background checks.

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Adjudication and Alerts

GT will provide a criminal record(s) adjudication policy as part of the screening process. FCRA-mandated Adverse Action letters for candidates that fail to meet specific criteria set forth by the organization will be delivered to candidates.

Drug Screening

GT will utilize a drug testing service provider who will track results, provide reports and ensure the company stays in compliance with the Cannabis Control Commission (“Commission”) regulations. The Human Resources Manager will develop and update drug-testing policies. A basic DOT Five Panel Drug Test (urine conventional) will be used. Cannabis-use by a qualified patient is not a disqualification for employment. The following drugs will be tested from the applicant’s urine sample:

amphetamines (amphetamine and methamphetamine), benzoylecgonine (cocaine metabolite), cannabinoids (cannabis metabolite and THC-COOH), Opioids (codeine and morphine) and phencyclidine (PCP)

The Human Resources Manager will request all required criminal and drug screens to be updated every two years. All agents are required to notify the company whenever they have any encounter with law enforcement. The Human Resources Manager will determine if an additional background screening should be performed upon the agent’s notice. A post-accident drug screening may be performed at the Human Resources Manager’s discretion or if required for worker’s compensation purposes.

First Interview

The first interview will consist of a face-to-face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine:

- Level of knowledge regarding cannabis operations;
- Existing skill set relevant to the duties of the job offered;
- Their capacity to learn new skills and grasp concepts (specifically regulatory concepts); and
- Potential to commit theft or fraud.

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At least two references will be contacted and details of the interview confirmed. A solid background or an appropriate level of education/experience relating to the position offered and a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The Chief Executive Officer, Chief Operational Officer, and/or General Manager may conduct the final interview. No more than three candidates will be selected for the final interview. The interviewer will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to GT policies. The final decision will be made by the interviewer (CEO, COO and/or General Manager) with input from the supervisor and/or manager who conducted the first interview. For management positions, the Executive team along with the General Manager will jointly conduct the final interview with the department manager. All potential agents must go through the entire process.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months, their department manager will conduct an assessment of the agent's performance.

GT also intends to provide training and technical assistance to train minorities and people convicted of drug offenses to work in the industry, and GT looks forward to being able to offer a more fair and equal opportunity for employment.

Dispensary Specific Staff

Dispensary Staff Required During Hours of Operation

The retail establishment location will have a minimum of four staff members scheduled during operating hours. One must be the dispensary agent-in-charge and another must be a security officer or receptionist who may also be a licensed security guard. There will be one uniformed security guard and a dispensary agent-in-charge on the premises at all times during operating hours.

The dispensary staff will exhibit the following necessary skills and aptitude:

- Empathy;
- Previous experience in cannabis or healthcare preferred;
- Accurate data-entry and record keeping;
- Strong attention to detail;
- Superior customer service skills;

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- Excellent communication skills;
- Able to handle emergencies and make sound decisions;
- Proficiency in Windows-based software and internet navigation; and
- Knowledge of cannabis policies and law(s).

Dispensary Manager

Responsible for day-to-day dispensary operations, manages all agents, agent training, monitors inventory and reports any loss or irregularities.

Assistant Manager

Works with the Dispensary Manager to ensure dispensary operations are successful and compliant.

Agent-In-Charge

The agent-in-charge is a designation, usually held by the Dispensary Manager or Assistant Manager. Responsible for supervising other agents and all duties described in the regulations. May also be a temporarily assigned position to a capable agent.

Security and/or Reception

Gatekeeper to the dispensary. Verify customers. Responsible for regulating the safe flow of customers and overseeing access to all limited access area(s).

Recordkeeping

All records of GT's marijuana establishment will be available for inspection by the Commission, on request. In accordance with 935 CMR 500.105(9)(d), GT will maintain the following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:

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- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. 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;
- e. Documentation of periodic performance evaluations;
- f. A record of any disciplinary action taken; and
- g. Notice of completed responsible vendor and eight-hour related duty training.

Plan for Maintaining Confidential Information and Records

In adherence to 935 CMR 500.105(1)(I), GT will maintain confidential information and other records required to be maintained in a confidential manner. GT has designed a confidentiality policy to explain how the company expects its employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about customers, colleagues, partners and the company. GT wants to make sure that all sensitive information is secured and well protected. This policy affects all members of GT, including, but not limited to, board members, investors, executives, employees, contractors, volunteers, and anyone working directly or indirectly with GT who may have access to confidential information.

Because confidential and proprietary information is secret, valuable and expensive, and may be easily replicated, it must be maintained securely. Below are various examples of confidential information that GT plans on maintaining:

- Unpublished financial information;
- Data of customers, partners and vendors;
- Patents, formulas and/or new technologies;
- Customer lists (existing and prospective);
- Data entrusted to the company by external parties;
- Pricing and/or marketing and other undisclosed strategies;
- Documents and processes explicitly marked as confidential; and
- Unpublished goals, forecasts and initiatives marked as confidential.

Employees may have various levels of authorized access to confidential information.

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To properly maintain confidential information and records, employees will be asked to do the following:

- a. Store, lock and/or secure confidential information such as, but not limited to, financial books, records of assets and liabilities, transactions, agreements, checks, invoices, vouchers, personnel records of both employees and/or customers, taxes, and any other records associated with operating the Retail Marijuana Establishment;
- b. Encrypt electronic information and safeguard databases;
- c. Shred confidential documents when they're no longer needed or deemed unnecessary;
- d. Only view confidential information on secured devices such as, but not limited to, GT's primary system, Metrc, and/or secondary system MJ Freeway;
- e. Only disclose information to other employees when it is deemed necessary and authorized;
- f. Keep confidential documents inside company premises, specifically the storage room, unless it is absolutely necessary to move them;
- g. Sign non-compete and/or non-disclosure agreements ("NDAs"); and
- h. Ask for authorization by senior management to allow access to certain confidential information.

Further, employees should not, under any circumstances:

- a. Use confidential information for any personal benefit or profit;
- b. Disclose confidential information to anyone outside of GT; and,
- c. Replicate confidential documents and files and store them on unsecured devices.

Executives and/or General Managers will take measures to ensure that confidential information is well protected and that employees are following confidentiality procedures.

Exceptions

Confidential information may occasionally have to be disclosed for legitimate reasons to departments or authorities such as, but not limited to the Commission. In such cases, employees should document their disclosure procedure, collect all needed authorizations, and present all necessary documentation upon request.

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Disciplinary Consequences

Employees who do not respect or abide by such plans will face disciplinary, and possibly, legal actions. GT will investigate every breach of this policy and will terminate any employee who willfully or regularly breaches GT's confidentiality guidelines.

Employee Handbook

GT's Employee Handbook is subject to the provisions of official company policy documents, including insurance and benefits policies, plan documents, and applicable law. All employees are required to abide by the terms of this Employee Handbook as a condition of employment. The manual, which is furnished to all employees upon being hired, addresses:

- Introduction to Employment Policies
- Employment Policies
- Payroll Practices
- Standards of Conduct
- Employee Benefits
- Time Off and Leaves of Absence

Alcohol and Drug Free Workplace

GT will enforce an alcohol, smoke, and drug-free workplace policy by having each employee and associated agent sign an Alcohol & Drug Free Workplace Policy Agreement, which explicitly prohibits:

1. The use, possession, solicitation, sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on GT premises;
2. Being impaired or under the influence of drugs or alcohol outside of GT premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk GT's reputation;
3. Possession, use, solicitation, sale of legal or illegal drugs, or alcohol away from GT premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk GT's reputation;
and
4. The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the establishment's premises, or while on GT business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

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Also, GT will conduct drug and alcohol testing under any of the following circumstances:

- a. FOR-CAUSE TESTING: GT may ask an employee to submit to a drug and/or alcohol test any time that company feels an employee may be under the influence of drugs or alcohol including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- b. POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Important Employee Policies from Handbook

Employees are prohibited from bringing bags, backpacks, and lunch boxes into the work areas. Any personal belongings such as cellphones, wallets or other valuables are to be locked in their assigned locker. Lockers will be located where the employees will check in/out of the facility. Check in/out areas will be monitored by a manager and video recording.

Employees are encouraged to leave all personal belongings and valuables at home or locked in the trunk of their car parked on property and under video recording. For personal safety, employees are encouraged to exit and enter the building as a group, or even carpool together.

At any time employees are not on company premises, badges and registration cards are required to be kept secure and out of sight from the public.

If an employee has been or feels like they are at risk of injury, or have been harassed, bullied, discriminated or unfairly treated in any manner, it is their duty to report such incident

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immediately to management to be investigated, documented, and for follow-up actions to be taken. Managers will also periodically ask employees if they are experiencing any issues.

Disciplinary Action and Termination of Employment

If an employee fails to abide by any of the rules in GT's policies or employment contract, employees may be subject to disciplinary action, and possibly termination of employment.

Employee shall be immediately terminated if they:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. 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.

Background Checks

GT will engage an independent entity to conduct background checks on each potential employee, to the fullest extent of the law. Outsourcing background checks to a third party will provide the greatest benefit because a third-party vendor will have access to background databases that GT will not, and they will be more equipped to do extensive background searches if need be.

Wellbeing

GT aims to create a workplace culture that values, supports and promotes programs that improve the physical, mental and wellbeing of employees.

GT aspires to create a safe, healthy, cheerful and optimistic work environment through activities underpinned by the guiding principles that wellbeing initiatives should:

- a. Promote positive health and wellbeing for employees;
- b. Be informed by the World Health Organization;
- c. Increase the health knowledge and skills of employees;
- d. Create health promoting environments;
- e. Promote and facilitate programs that increases one's physical being.

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Code of Ethics

Employees shall, in performing their duties:

- Be timely – arrive on time and notify someone within the company if they are running late;
- Be respectful of the workplace;
- Be responsive;
- Treat members of the public and colleagues with courtesy and sensitivity to their rights, duties and aspirations;
- Act with the quality of having strong moral principles, honesty and decency;
- Act in a way that treats all rivals or disputants equally;
- Comply with any lawful and reasonable direction given by a person having authority to give direction;
- Not take, or seek to take, improper advantage of their position to obtain a benefit for the employee or any other person;
- Not make improper use of the property of the company;
- Avoid waste in the use of the property of the company;
- Be mindful of company procedures and instructions;
- Shall never use or disclose, unless authorized, any company confidential information;
- Disclose conflicts of interests;
- Not make a comment that he or she is not authorized to make where the comment may be expected to be taken to be an official comment; and
- Exercise legitimate care and skills.

Resolving Workplace Issues

All employees will be asked to:

- Be communicative, clear and friendly;
- Monitor potential harassment or bullying;
- Provide constructive and positive feedback; and
- Implement an open-door protocol in which an executive or manager leaves their door open, figuratively speaking, in order to encourage productive communication within the workplace.

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RETAIL ESTABLISHMENT RECORDKEEPING PROCEDURES

RECORDKEEPING PROCEDURES

In accordance with 935 CMR 500.101(c)(8)(i), Dr.Greenthumb Greenfield LLC ("GT") will maintain written recordkeeping procedures for the establishment.

GT recognizes the importance of recordkeeping and maintenance not only to the operation of its business but as a window of transparency between the establishment and the Cannabis Control Commission ("Commission"), the City of Greenfield, and the Commonwealth of Massachusetts. As dictated by 935 CMR 500.105(9), the establishment will keep accurate, up-to-date records of all business activities, including operating procedures, inventory records, personnel records, business records and waste disposal records. All records will be maintained in accordance with the generally accepted accounting principles and will be made available for inspection by the Commission upon request. GT's recordkeeping procedures will allow for accountability and apparent organization.

Inventory

The company will keep a record of its entire inventory received, stored, dispensed and wasted. Pursuant to 935 CMR 500.105(9)(b), GT will maintain accurate, written records of inventory as required by 935 CMR 500.105(8). Specifically, the establishment will use the seed-to-sale tracking system Metrc. Metrc will create a verifiable chain of custody and record of activity for each inventory item at the establishment until the product is dispensed or destroyed.

In addition, Metrc will provide support for, and document and record, the following activities:

1. *Traceability.* In adherence to 935 CMR 500.105(8)(e), all marijuana products will be tagged and tracked using a Commission-approved seed-to-sale methodology. The Metrc system allows for the assignment of identifying information, such as the name of the product and a lot/batch control number for each marijuana product at any stage in the process of manufacture or distribution. Inventory control labels produced by the system will be affixed to each container of marijuana that contain this information making it possible to determine the complete manufacturing history of each package or container of marijuana.
2. *Initial, Monthly and Annual Inventories.* Consistent with 935 CMR 500.105(8)(c), GT will have a record of initial, monthly and annual inventory. The system's reconciliation feature provides support for conducting and maintaining historical records of all inventories conducted by the company to include, at a minimum, the date of inventory, a summary of the inventory findings and the name, signature and title of the individuals who conducted the inventory per 935 CMR 500.105(8)(d).

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3. *Records of Disposal/Destruction of Marijuana.* The system provides support for and creates and maintains historical records of each disposal of marijuana. In accordance with 935 CMR 500.105(12)(d), each record of disposal, which will be kept for at least three years unless otherwise extended by an enforcement action or order by the Commission will contain:
 - a. The date;
 - b. The type and quantity disposed or handled;
 - c. The manner of disposal or other handling;
 - d. The location of the disposal or other handling; and
 - e. The names and electronic signatures of the establishment agents present during the disposal or other handling.
4. *Test Results.* Since each lot/batch of marijuana or usable marijuana is unique to the system, laboratory test results can be uploaded into the product record. Test results captured by the system include cannabinoid and tetrahydrocannabinol content (potency) and analyses conducted for the purpose of identifying the presence of pests, mold, mildew, heavy metals and pesticides.
5. *Product Recall.* The system's lot/batch tracking capabilities and integrated sales record management feature allow for the timely identification of any lot or batch of marijuana that is found to be unsafe for use and provide for the prompt identification and notification of customers who may have received the product.

Business Records

In addition to the inventory records kept by GT using the Metrc system, the establishment will also keep an accurate, current accounting of all business records. Specifically, GT will employ a qualified personal business accountant to manage, on a regular basis, the establishment's financial and business accounting. The measured contracting of an experienced professional gives GT the confidence that it is complying with all laws and regulations and that all of its records will be measured, factual and up to date. The establishment will also use the Metrc system to concurrently track sales and transactions.

GT will keep a variety of computerized records, overseen by its accountant. Pursuant to 935 CMR 500.105(9)(e), the business records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form and cost of marijuana products; and,
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual

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affiliated with the establishment.

Operating Procedures

GT will also keep a record of its operating procedures as well as other corporate governing documents. As required by 935 CMR 500.105(1), the establishment will maintain detailed written operating procedures that include the following:

- a. Security measures in compliance with 935 CMR 500.110;
- b. Employee security policies, including personal safety and crime prevention techniques;
- c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000;
- d. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11) and (12);
- e. Description of the various strains of Marijuana to be cultivated, Processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
- f. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002: Verified Financial Hardship, as required by 935 CMR 501.105(1)(f);
- g. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- k. Alcohol, smoke, and drug-free workplace policies;
- l. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- m. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving

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- distribution to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction.
- n. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee shall be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
 - o. Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
 - p. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
 - q. Policies and procedures for energy efficiency and conservation that shall include:
 - 1. 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;
 - 2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - r. Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby each employer:
 - 1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
 - 2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

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All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

Additionally, GT will store copies of corporate governing documents in a secure, fire-rated locking cabinet at an offsite storage location and maintain copies of such records on a cloud-based storage filing system such as Google Drive or Dropbox.

Personnel Records

The establishment will maintain a comprehensive record of personnel currently and formerly employed at the establishment, including paid and non-paid employees. GT will utilize a human resource system capable of digitally storing and organizing all staffing plans, schedules, on-duty reports, employee background check results, performance evaluations, training certifications, and any other personnel records. In accordance with 935 CMR 500.105(9)(d) and as detailed in 935 CMR 500.029(2), the system will maintain a personnel record for each employee, principal officer, director, board member, agent or volunteer that includes, at a minimum, the following:

1. The full name, date of birth and address of the individual along with any current or past aliases or maiden names;
2. Copy of individual's verified personal identification documents;
3. Attestation the individual will not engage in the diversion of marijuana products;
4. Any written acknowledgement by individual concerning any limitations on their authorization to cultivate, harvest, prepare, package, possess, transport or dispense marijuana in Massachusetts;
5. Background information, including description and dates of any criminal, civil or administrative actions, or denial, suspension or revocation of any licensing or registration for any type of business or profession or any pending or unresolved complaints;
6. The title held by the individual and a job description, including an organizational chart consistent with the job description (935 CMR 500.105(9)(d)(1));
7. Individual's references and documentation of verification of these references;
8. Employment contract and description of duties, authority, responsibilities, qualifications, supervision;
9. Documentation of all required training, including training regarding privacy and confidentiality requirements, and signed statement of individual indicating date, time and place they received said training and topics discussed, including the name and title of presenters;

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10. Documentation of periodic performance evaluations;
11. Record of any disciplinary action taken;
12. Notice of completed responsible vendor and eight-hour related duty trainings as required by (935 CMR 500.105(2));
13. Jobs descriptions for each agent;
14. A Personnel record for each agent;
15. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
16. Personnel policies and procedures; and
17. All background check reports obtained in accordance with 935 CMR 500.030 935 CMR 500.105(9).

To guarantee that the establishment is employing upstanding individuals in the community, GT will also run background checks on all employees and maintain such records. In compliance with 935 CMR 500.109(9)(d)(5), all background check reports obtained in accordance with 935 CMR 500.030 will be kept in a secure area. The establishment will use a comprehensive human resource management system to store background check results with the rest of the personnel records. In addition to the background checks and individual personnel records, GT will also store its personnel policies and procedures in the same location, consistent with 935 CMR 500.105(9)(d)(4).

The company has also developed a policy to maintain its records to build a dependable, comprehensive snapshot of its personnel, past and present. In adherence to 935 CMR 500.105(9)(d)(2), all records for employees, agents and volunteers will be kept for at least 12 months after the termination of the individual's affiliation with the establishment. Further, GT has established a record retention policy that dictates the maintenance of personnel records for five years from the date of termination of affiliation.

Closure of Establishment

The establishment is prepared to face every stage of its business, including its closure. But GT also recognizes that the closure of a business does not mean the ceasing of business activities. Due to the importance of business records, it is imperative to maintain company records post-closure for at least a period of time. The Commission, as set out in 935 CMR 500.105(9)(g), requires an establishment to retain all records for at least two years following the establishment's closure at its own expense and in a form and location acceptable to the Commission. Thus, the establishment's policy will be to maintain all records for at least two

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years from the date of the establishment's closure. GT will also keep these records in a form and location approved by the Commission.

GT's unyielding dedication to accurate and current recordkeeping and maintenance drives it to employ the best methods to manage its records. Thus, the company has employed a professional, qualified accountant to manage its financial and business records, and has placed the trusted Metrc system at the helm of its product tracking. The establishment is confident that these measures will elevate its record management and provide appropriate transparency for the Commission.

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MAINTENANCE OF FINANCIAL RECORDS

MAINTENANCE OF FINANCIAL RECORDS

In accordance with 935 CMR 500.101(c)(8)(j), Dr.Greenthumb Greenfield LLC ("GT") will have a policy for maintaining financial records.

In addition to other records kept by GT using the Metrc system (e.g. inventory), GT will also maintain financial records using Metrc and/or a secondary system, MJ Freeway. In adherence with 935 CMR 500.105(9), GT's records shall be available for inspection by the Commission, on request. GT's financial records will be maintained in accordance with generally accepted accounting principles.

Per 935 CMR 500.140(5)(f), GT will make sure all records comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements by employing a qualified personal business accountant to manage GT's financial and business accounting on a regular basis. The contracting of an experienced professional gives GT the confidence of compliance with all laws and regulations and that all of its records will be measured, factual and current. The establishment will also use Metrc and/or MJ Freeway to concurrently track sales and transactions.

Additionally, the policies and procedures for maintenance of financial records will coincide with the establishment's Recordkeeping Procedures. Pursuant to 935 CMR 500.105(9)(e), the financial records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers and supporting documents, agreements, checks, invoices and vouchers;
4. Sales records including quantity, form, and cost of marijuana products; and
5. 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 the marijuana establishment.

Recording Sales

As a marijuana retailer, GT will utilize an accurate and reliable point-of-sale system to record sales. Per 935 CMR 500.140(5)(a), the point-of-sale system will be approved by the Commission, in consultation with the Department of Revenue (DOR). GT will additionally apply separate accounting practices at the point-of-sale for marijuana and marijuana sales and non-marijuana sales in compliance with 935 CMR 500.140(5)(g).

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The CEO or COO shall audit such practices to ensure that they are being performed, and provide a written account of such audit to be done, at a minimum, on a monthly basis. In conformity with 935 CMR 500.140(5)(h), GT will facilitate and cooperate with the Commission and DOR on any audit or examination of the establishment's point-of-sale system to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

Alteration of Data

As a retailer, GT has the responsibility to utilize software that keeps an accurate, detailed accounting of sales data, free from manipulation. As set forth in 935 CMR 500.140(5)(c) and (d), GT is prohibited from utilizing software or other methods to manipulate or alter sales data. The establishment will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Metrc and MJ Freeway feature password protection and unique codes that will be used as electronic signatures. Records will be kept of all logins and records created or edited during that login time to help ensure no methods were used to manipulate or alter sales data.

GT will remain proactive in preventing any manipulation or alteration of sales data within its software and will maintain records that it has performed a monthly analysis, which will be made available upon request to the Commission. Consistent with 935 CMR 500.140(5)(e), if any employee or executive determines that any 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, the following must be followed:

1. GT shall immediately disclose the information to the Commission;
2. GT shall cooperate with the Commission in any investigation regarding manipulation and/or alteration of sales data; and
3. GT shall take such other action directed by the Commission to comply with 935 CMR 500.105.

The establishment intends to have daily inventory checks to ensure the quantity and variety of marijuana products meet the demands indicated by an analysis of sales data collected by GT's vendor system during the preceding six months in accordance with 935 CMR 500.140(5). All sales data analysis will be provided on a bi-annual basis in either paper form or electronically.

Any paper records will be stored in locked cabinets in the storage room and only designated employees will have access to such records. Any hard copy information that is not filed will be shredded.

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QUALIFICATIONS AND TRAINING

QUALIFICATIONS AND TRAINING

In accordance with 935 CMR 500.101(c)(9), Dr.Greenthumb Greenfield LLC ("GT") will develop and abide by a detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees.

GT believes in creating an environment where its employees succeed and where customers feel safe and comfortable. GT's staffing and training policies dictate the processes the company will use to manage human resources to provide the highest quality service and products to consumers while acting in compliance with Cannabis Control Commission ("Commission") regulations. The Chief Operating Officer in coordination with the Human Resources Manager is responsible for maintaining and updating the policies, which will ensure that the company has sufficient staff possessing the correct skillsets and experience needed to ensure the success of all operations. The company encourages personal growth, development, and empowerment for its agents. All agents are encouraged to provide input and suggest new policies and processes.

In preparation of opening its facilities and serving the Greenfield community, GT has designed plans and trainings for its team members to succeed in this goal. Majorly, the company has created an Employee Handbook and training manual. These documents contain the specific qualifications and trainings required for all agents and employees.

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QUALIFICATIONS AND TRAINING

Qualifications and Training

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Fair Employment Practice Policies

GT is committed to providing all agents with a safe, healthy and beneficial working environment. Workplace safety and environmental standards are of utmost concern to the company, as the welfare of our agents greatly impacts our ability to operate successfully. Fair employment practices, including the prohibition against all forms of illegal discrimination, will be prioritized and enforced at all times through GT's codes of conduct. All agents will receive access to generous benefits packages and rates of compensation that exceed state minimum standards. By providing equal access and fair treatment to all agents, we will improve the company's success while enhancing the progress of individuals and the community in which our business operates.

Compensation Standards and Time Off

The standard work week consists of 40 hours. Overtime compensation is paid to non-exempt agents in accordance with federal and state wage laws. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt agent's regular hourly rate.

Each agent's hourly wage or annual salary will be reviewed at least once each year. When the company has the financial ability to provide salary increases, increases will be determined by performance, adherence to laws, policies and procedures, and the ability of agents to meet or exceed their duties per job description and achieve performance goals. The company will provide all agents with competitive wages based on position and tenure. Our standard wages for the year 2021 range from \$13.50 per hour to \$75k annually. Bonuses are variable, generally never exceeding 5% of an individual's total yearly salary. Additionally, all bonuses are at the discretion of the Chief Executive Officer and/or Chief Operating Officer and are not guaranteed. By providing our agents with adequate compensation, we reinforce our commitment to investing in the progress of individuals and the establishment of a highly capable and experienced team. It is a goal of the company to establish long-term employment opportunities for all agents.

GT will offer its regular full-time agents paid vacation after one year of employment, including two-weeks' vacation after three years and four-weeks' vacation after five years of service. Additionally, the company will provide unpaid leave opportunities for all agents to care for the agent's child after birth or placement for adoption or foster care, as well

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as to care for the agent's spouse, son, daughter or parent who has a serious health condition, for a serious health condition that makes the agent unable to perform the agent's job and/or for a qualifying exigency or military caregiver leave.

Benefits

The company is committed to providing a generous benefits program for all agents as allowed by the company's financial performance. When fiscally feasible, all agents will have the opportunity to participate in a 401(k) plan and other types of retirement programs with a matching company contribution. Agents will also be presented with access to competitive health insurance programs or a health savings account (HAS) program covering individuals and families. 125 Flexible Spending accounts will be established for participating agents, allowing participants to set aside pre-tax dollars to pay for certain types of health expenses. GT will establish access to three plans: (1) medical expenses, (2) dependent care expenses, and (3) certain transportation expenses. The company will additionally provide agents with options for participating in long-term and short-term dental and vision coverage, disability insurance and life insurance programs or provide equivalent salary allowances.

Our community involvement directives allow agents to earn wages while participating in community-based initiatives such as volunteer work, participation in local Big Brother/Big Sister programs, Junior Achievement or other community-based service programs. Additionally, the company may establish tuition reimbursement programs for agents to reimburse for programs that benefit agent advancement.

Staffing Plan

The hiring of agents must follow established procedures. The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. GT retains legal counsel to ensure our employment policies comply with local, state and federal employment laws.

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Staff Acquisition Process

1. Identification of need;
2. Job classification and job description preparation;
3. Solicitation of the vacant position utilizing the methods that best fit the position;
4. Reviewing resumes on qualified candidates;
5. Performing and recording reference checks on qualified candidates;
6. Scheduling first interviews with the Human Resources Manager;
7. Scheduling second interviews with strong candidates with the Human Resources Manager and department manager;
8. Delivery of an offer letter to the first-choice candidate;
9. Performing a criminal background check on selected candidate;
10. Send application to the state for registration; and
11. Completion of the probationary period.

The staffing plan is based on business plan assumptions and best practices and may be adjusted in accordance with actual operating needs. The Human Resource Manager will coordinate with the Chief Executive Officer, Chief Operational Officer and/or General Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and will always include a criminal background check on the selected candidate to determine their eligibility, new hire orientation and training only upon successful registration and completion of the probationary period.

All managers must comply with all Equal Employment Opportunity Commission (“EEOC”) guidelines. None of our policies or practices discriminate based on or conflict with laws regarding the following: race, height and weight, credit rating or economic status, religious affiliation or beliefs, citizenship, marital status and number of children, gender, arrest and convictions, security/background checks for certain religious or ethnic groups, disability, or medical questions and examinations.

Positions will only be filled according to the established protocols.

Applicant Screening and Monitoring

It is critical for the security of the company that only the most qualified, credible and talented people are hired to help avoid workplace theft, fraud or violence. It is equally important for GT to conduct background screenings on the contingent workers,

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including, but not limited to, cleaning crews, facilities maintenance workers, auditors and other contractors who have access to the property or represent the company. Knowing the background of these workers is required to protect the integrity of GT, as well as the safety of our customers. Therefore, this workforce needs to be screened with the same due diligence as any other agent.

To help attract, hire and retain the best agents, the company has developed employment screening and monitoring processes to create a candidate experience that benefits potential agents and reduces GT's risk by utilizing a fast, scalable and compliant background screening solution. An efficient, thorough employment screening process can, above all else, help reduce overall workplace risk. Identifying risk early, before hiring an agent, protects the organization from risk related to physical safety, financial security, organizational image or reputation, and legal compliance issues.

Pre-Screening Potential Candidates

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application. This will streamline the application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will pre-qualify based on the specific information needed later in the process.

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to a secondary verification and will be noted that he/she will soon be licensed as a cannabis agent and thus allowed to work within the facility. The investigation will be conducted to ensure the potential agent does not have any felony convictions, which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether it was a misdemeanor or a felony. Any indication of past crimes of moral turpitude will be a bar to employment.

The following searches may be performed depending upon the type of position the candidate is seeking.

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1. Member-Contributory Theft Information Database

GT will use a member-based program where companies share agent theft and shoplifting information to identify applicants with a history of internal theft. The database is built from member contributions and will be available exclusively to member organizations. Member contributions are typically proprietary records and not found through traditional public record sources.

2. National Crime File Search

Some vendors can offer access to nationwide database(s) of criminal records gathered from across all 50 states. A variety of sources will be utilized, including, Sex Offender Registries, state and county criminal courts and state-level departments of corrections. This search can provide instant results depending on the provider.

3. Felony and Misdemeanor Search

This county courthouse search includes a search of all felonies and misdemeanors on all indexes available at the main county seat court location.

4. Motor Vehicle Report

A Motor Vehicle Report (“MVR”) reveals the status of an applicant’s driver’s license and any violation history. This search should be conducted on all candidates who will have driving responsibilities, including those who will not only drive a company vehicle but may also drive a personal vehicle during company hours or for business purposes.

Verification and Qualification Solutions

The Human Resources Manager will utilize the following solutions depending on the level of security required for the position.

1. Social Security Number Verification (“SSNV”)

This search matches the input information against millions of consumer header credit files contained in the databases of nationwide credit reporting agencies. The SSNV returns other names and addresses associated with the identifying information used to request the report.

2. Credit Check

This search matches the candidate’s information to information held by the Credit Bureaus and returns the candidate’s credit report.

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3. *Employment and Education Verification*

GT will integrate instant and automated employment screening products into the hiring process. Instant searches will be used to efficiently move forward in the hiring process by quickly confirming or validating basic information such as a Social Security number or name and address history. Automated searches will provide electronic delivery of process updates and results, eliminating time delays often associated with manual follow-up on important screening components such as employment or education verifications. Once the applicant is determined to have passed a background check, a first interview will be initiated.

Adjudication and Alerts

GT will provide a criminal record(s) adjudication policy as part of the screening process. FCRA-mandated Adverse Action letters for candidates that fail to meet specific criteria set forth by the organization will be delivered to candidates.

Drug Screening

The company will utilize a drug testing service provider who will track results, provide reports and ensure the company stays in compliance with the Cannabis Control Commission (“CCC”) regulations. The Human Resources Manager will develop and update drug-testing policies. A basic DOT Five Panel Drug Test (urine conventional) will be used. Cannabis use by a qualified patient is not a disqualification for employment. The following drugs will be tested from the applicant’s urine sample: amphetamines (amphetamine and methamphetamine), benzoylecgonine (cocaine metabolite), cannabinoids (cannabis metabolite and THC-COOH), Opioids (codeine and morphine) and phencyclidine (PCP).

The Human Resources Manager will request all required criminal and drug screens to be updated every two years. All agents are required to notify the company whenever they have any encounter with law enforcement. The Human Resources Manager will determine if an additional background screening should be performed upon the agent’s notice. A post-accident drug screening may be performed at the Human Resources Manager’s discretion or if required for worker’s compensation purposes.

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1st Interview

The first interview will consist of a face-to-face meeting with the Manager of the department the applicant is interviewing for a position in. No more than five applicants will be selected for a first interview. The purpose of this interview will be to help determine:

1. Level of knowledge regarding cannabis operations;
2. Existing skill set relevant to the duties of the job offered;
3. Their capacity to learn new skills and grasp concepts (specifically regulatory concepts);
and
4. Potential to commit theft or fraud.

At least two references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience relating to the position offered), a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The Chief Executive Officer, Chief Operational Officer, and/or General Manager may conduct the final interview. No more than three candidates will be selected for the final interview. The interviewer will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to GT policies. The final decision will be made by the interviewer (CEO, COO and/or General Manager) with input from the supervisor or manager who conducted the first interview. For management positions, the Executive team along with the General Manager will jointly conduct the final interview with the department manager. All potential agents must go through the entire process.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months, their department manager will conduct an assessment of the agent's performance.

Staff Acquisition Process

All current owners, managers, employees and new hires shall complete the Responsible Vendor Program when deemed available in accordance with 935 CMR

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500.105(2). All new employees shall complete the Responsible Vendor Program within 90 days of being hired and must keep the Responsible Vendor program documentation retained for a minimum of four (4) years. Potential agents will be advised of all employment policies, the life cycle of cannabis and its growth process and the proper procedures to employ while performing their duties.

Educational training will consist of presentations given by the Executive team or General Manager and department managers. The presentations will be supplemented with hands-on training to demonstrate the material included in the presentations. All agents will go through additional training with their Manager based on their employment role.

Being in an industry that is constantly changing requires companies to be aware of recent market developments and trends throughout the industry. GT takes a proactive approach to continually provide progressive training and interactive learning to our agents. This is conducted both at the individual facilities by certified trainers but also electronically and telephonically, when necessary. By exposing agents to constant training, developments, and expressing how much the company values its agents, GT expects but most importantly aims for high retention rates.

Training allows agents to learn required processes and procedures to take on additional responsibilities throughout the course of their employment with GT. The opportunity for advancement encourages the retention of our agents.

Our collaborative training program is designed to educate agents on best practices for maintaining their personal safety and the safety of company products, including comprehensive emergency and incident management training. Training sessions may include virtual web collaborations, on-site training in existing operations, Patient Focused Certification training and OSHA Occupational Safety Training.

Agent Training

No agent or consultant may work on-site before receiving orientation training or when any required critical training is four weeks or more past due. The Human Resources Manager will ensure each agent is provided all relevant and adequate training. Training will be tailored to the roles and responsibilities of the job function of each agent and at a minimum must include training on confidentiality, security controls, emergency response protocols and CCC regulations as well as federal statues regarding the use of

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cannabis. Each agent will receive a minimum of eight hours of ongoing training annually or as deemed necessary by the Chief Operating Officer.

Module-Based Training

GT employs a strategy of module-based training. Each module will cover a single topic in-depth. Training modules include:

1. New agent orientation;
2. Train the trainer;
3. Monthly department meetings;
4. Compliance, regulation and law;
5. Confidentiality;
6. Safety;
7. Security;
8. Emergency and incident management;
9. Inventory management and diversion prevention;
10. Cannabis science;
11. Community and customer relations;
12. Recordkeeping;
13. Product handling and sanitation; and
14. Transportation.

The company may develop and implement new modules as deemed necessary. General agent training will largely be department-focused and relevant to the operational processes each agent will follow on a daily basis. The Human Resources Manager will reassess all modules annually to determine if updated training is necessary to maintain a compliant operation.

Evaluation

To achieve high standards of quality, efficiency, and compliance, the Human Resources Manager shall evaluate the training program annually. Based on the results of this evaluation, the General Manager will implement any necessary changes and determine the need for re-training of staff. The Chief Operating Officer must approve any major training program changes. The Human Resources Manager will solicit and record feedback on the quality and efficacy of a training module from agents that received the

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training. Feedback may be solicited utilizing post-training group discussions, individual interviews and anonymous surveys.

Agent Manual (Employee Manual)

Upon licensing and commencement of operations, all staff will undergo a mandatory training period. During the first day of training, an employment manual will be issued to agents. The manual will set forth company policy regarding administrative matters, including terms of employment, expectations of agents and procedures for discipline. Each agent must read through the manual and sign a contract acknowledging they have received, read and understand GT policies.

Standard Operating Procedures (“SOPs”)

The second stage of training focuses on cannabis operations and procedures. Training includes a background of commercial cannabis, relevant laws, a breakdown of GT’s structure, the roles of agents and the Standard Operating Procedures for each phase of operation(s). Cannabis science training addresses the endocannabinoid system, clinical trial information, efficacy and dosing, strains and genetics, methods of use and types of products, condition management, and side effects.

SOPs will provide a detailed breakdown of the duties (what), methods (how), and schedule (when) by which agent(s) will perform the tasks of their respective positions. The Human Resources Manager will develop a training curriculum to educate new agents. Managers will actively train the new agents on their duties and responsibilities. At the end of the training period, the prospective agents will be given a short test regarding the policies and procedures; a solid demonstration of knowledge is a prerequisite for employment.

Systems Training

The General Manager and department managers will be responsible for developing and conducting training programs for each agent who will be using Metrc. Metrc representatives will train management on the system and provide training manuals and other materials to assist in training agents. All managers will be responsible for knowing how to properly operate Metrc and any secondary software.

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Emergency Training

A limited number of agents will be necessary for nights and weekends, but operations will continue. At least one Security Officer will be on-site during operating hours. All agents will go through a security training/debriefing with security regarding the features of the facility, the role of security in operations, and procedures in case of an emergency.

In the case of an emergency, agents will have several methods for contacting local law enforcement. The most common will be an immediate referral to on-site security personnel. Security personnel will be hired to provide such services. In the event security is not immediately reachable, staff will be trained to alert local authorities. In no event should an agent attempt to handle or confront an emergency situation. All matters should be referred to security or local law enforcement.

Food Handling

All agents whose job includes contact with cannabis products (edible or otherwise), including cultivation, production or packaging must be trained in food handling requirements found in applicable laws and CCC regulations.

Anti-Diversion Training

All agents will be trained to prevent drug diversion. It is essential to the safety of all employees and customers. Employees will be trained by the Executive team or third-party company on how to:

1. Suspect the occurrence of drug diversion;
2. Identify theft of marijuana or marijuana-related products
3. Identify fraud (forging);
4. Identify individuals under the influence; and
5. Whom to notify, when deemed necessary

Employees will be required to report known or suspected incidents of drug diversion by employees, customers, and visitors.

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Professional Development

The purpose of the professional development stage is to provide continuing education and training to agents for new procedures, changes in rules and regulations and innovations in science and technology. GT intends to evolve with the industry, embracing new technologies and processes that increase efficiency. The Human Resources Manager will manage agents' professional development and where necessary, determine if a promotion, raise, demotion or termination is warranted.

Every three months, department managers will evaluate agent performance. A written performance evaluation is performed annually. The results will be reported to the Executive team or General Manager. When necessary, the Human Resources Manager will be consulted to decide if a promotion, raise, demotion or termination is warranted. Re-training will be used as needed to address any deficient performance.

Hands-on instructional training is used to address any problems in technique(s) or method(s). Memos and updated policies and procedures are used to communicate changes made by the CCC, as well as changes in the standard operating procedures or business policies. Department meetings will ensure all agents are aware of operational changes. Third-party trainers may be retained as needed for professional development activities. Each department will hold team meetings on a weekly basis. The entire company will meet as a group at least quarterly to address company-wide issues and events.

Retention

The company takes retention of its staff very seriously. We recognize the value our agents bring to the operation and will work diligently to maintain a positive and supportive work environment. Being in an industry that is constantly changing requires awareness of politics, policy and market trends throughout the industry, GT takes a proactive approach to continually provide progressive training and interactive learning opportunities. This is conducted on-site by certified trainers, but also electronically, when deemed necessary. To increase productivity and retention, agents receive constant training and educational opportunities.

The company training program allows agents to advance in the company and take on additional responsibilities. By proactively and progressively training existing agents, we can

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ensure a ready pool of internal applicants when we need to staff an existing or new position. Our goal is to quickly staff the position with minimal or no disruption to our customers, facilities and production levels.

Reporting Structure

Each department manager is responsible for ongoing performance evaluations, performance issues and recognition, promotions and disciplinary actions in their department. Managers are required to communicate all necessary information on agent performance to the Human Resources Manager as often as necessary.

Managers are required to complete formal performance reviews annually and at the end of any probationary period.

The management structure assigns responsibility for the different aspects of the operation to individual managers and staff so that every agent on every level will be accountable to a supervisor. Each department has defined responsibilities and must report to management on a weekly basis regarding the duties they were assigned and their progress.

Job Descriptions

Chief Operational Officer

Direct experience managing a cannabis facility with a retail and/or regulatory component; analytically and socially intelligent; able to take responsibility for the company while maintaining a problem-solving, vision-based attitude, legal and financial knowledge, simultaneous focus on short-and-long-term goals and the ability to identify and respond to problems quickly and appropriately.

General Manager

Direct experience managing a wide variety of staff positions, preferably with a retail and/or manufacturing component; analytically and socially intelligent; able to take responsibility for the company while maintaining a problem-solving, vision-based attitude; legal and financial knowledge; simultaneous focus on short-and long-term goals and ability to identify and respond to problems quickly and appropriately.

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Responsible for day-to-day operations including, but not limited to, personnel, customer service, facility and equipment and all production activities.

Human Resources Manager

Prepares company handbooks and job duties. Keeps all agent(s) files and records and is in charge of all hiring, termination and agent reviews. Ensures operations and staff are compliant with state and local regulations. Must have experience managing agent relations, adhering to compliance and drafting standardized company policies.

Ability to draft, and implement measures based on company needs.

Compliance Officer

Drafts and monitors all compliance procedures. Continually reconciles and monitors cannabis inventory to maintain full compliance with CCC regulations. Maintains communication with all state and local law enforcement and regulatory agencies to ensure consistent material compliance. Must have extensive knowledge of CCC regulations and continual compliance training. Has extensive knowledge of all CCC regulations pertaining to cannabis and maintains relationships with local municipalities and enforcement.

Excellent analytical skills and ability to comprehend complex legislature and apply implications on operations as well as strong communication skills which will be required to maintain dialogue and relationships with state department officials, law enforcement, landlords, city personnel and management.

Security Officer

Demonstrated experience in a security management role, able to develop and manage security protocols in accordance with company policies and able to identify and respond to breaches in dangerous situations. Must have knowledge of cannabis policies and law(s) and be able to provide security for transportation activities.

Quality Assurance Manager

Demonstrated management experience in a quality control program, experience performing laboratory testing and scientific research, demonstrated experience in a

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position requiring critical-thinking, problem-solving, planning and assessment, experience in a product withdrawal or recall situation, knowledge of cannabis science and testing methods, and knowledge of cannabis policies and law(s).

Department Manager

Demonstrated experience managing agents and basic business operations, demonstrated experience in a position requiring critical-thinking, problem solving, planning and assessment, computer literacy in word processing, MJ Freeway, Metrc, and database management, and knowledge of cannabis policies and law(s).

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DIVERSITY PLAN

DIVERSITY PLAN

In accordance with 935 CMR 500.101(c)(8)(k), Dr.Greenthumb Greenfield LLC (“GT”) will maintain operating policies and procedures including a diversity plan.

GT is a Puerto Rican-owned business and is committed to helping the Commission create equitable access to jobs in Massachusetts’ adult-use cannabis industry. Regarding hiring and staffing, GT’s goal as a company is to attract, recruit, hire and retain qualified individuals regardless of their gender, ethnicity, veteran status, disability, religion, sexual orientation or sexual identity. GT is committed to, and will support, the full participation of individuals from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement by targeting the company’s recruitment and establishing specific hiring goals.

Below is an overview of the establishment’s goals (“Goals”), of how GT intends to accomplish these goals (“Programs”), and how the company plans to assess the efficacy of its Diversity Plan (“Measurements”).

Goals.

1. GT plans to maintain a workforce made up of, at least, 40% women, 30% minorities, 25% veterans, 10% disabled, and 10% LGBTQ+; and
2. GT plans to provide information about job openings and training opportunities at all GT locations and GT-sponsored educational events.

Programs.

Below are the main programs or methods that will be used to accomplish the above-mentioned goals:

- Advertise employment opportunities (i.) internally, (ii.) in the Greenfield Recorder, and (iii.) in diverse publications, e.g., *El Pueblo Latino*, on a monthly basis until such positions are filled. GT will also (iv.) advertise all available positions on a monthly basis until such positions are filled with local career centers and organizations who work with individuals identified as minorities, veterans, women, people with disabilities and LGBTQ+.

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DIVERSITY PLAN

- Create a promotion process that employs equity principles for current employees. GT is committed to creating the internal policies needed for all employees to have opportunities to grow within the company. GT will develop a comprehensive process for working with current employees to evaluate their performance, identify opportunities for advancement (dependent on availability), and support current employees in applying for the available positions. GT will advertise all available employment opportunities internally for one week prior to advertising to the general public.
- Establish relationships with organizations that are diversity-focused for the purpose of providing information about employment and training opportunities. GT will work closely with these organizations whenever positions are available to recruit new employees. (Note: Every interaction with these organizations will be documented and recorded for potential use in assessing the success of these relationships.) GT will focus on working with The Brick House Community Resource Center and Community Action to coordinate these community education events.

Measurements.

GT will document and track all hiring processes in order to compile an annual report and assess whether the goals in this Diversity Plan are being achieved. If GT is not able to meet the goals set forth in this Plan, GT will determine what steps need to be taken in order to reach its goals and establish timeline for those items to be implemented.

Below are specific measurement metrics that will be collected and used to measure the success of GT's programs:

1. Hiring Goals
 - a. Number of minorities, women, veterans, people with disabilities and LGBTQ+ who are employed;
 - b. Number of promotions for minorities, women, veterans, people with disabilities and LGBTQ+;
 - c. Number of positions created since initial licensure;
2. Advertisement of job opportunities with GT and in the local adult-use cannabis industry
 - a. Number of postings in diverse publications or general publications with supporting documentation;
 - b. For each position that is filled, GT will track and record how each employee found out about the position;

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DIVERSITY PLAN

- c. Records of every employment opportunity made available and how they are advertised; and
 - d. Copies of each advertisement for employment and of every communication to organizations about each employment opportunity.
3. Collaborations with local businesses and other Marijuana Establishments:
- a. Records of any collaborations between GT and other businesses that support the promotion of equitable access and full participation by individuals from communities that have been disproportionately impact by the war on drugs and incarceration; and
 - b. Copies of any marketing advertisements used for these collaborations.

Final Comments.

GT hopes to satisfy its goals with the programs that are created. Upon renewal, the establishment intends to demonstrate that its programs in the Diversity Plan led to measurable success of those goals. GT will provide a workplace environment that promotes diversity and inclusion and will regularly audit the progress of its efforts. Throughout the years, GT will review its programs and measurement metrics and potentially adjust its plan to take necessary steps to achieve GT's goals.

GT acknowledges and is aware that progress or success of this plan, in its entirety, is required to be documented annually upon license renewal. Renewal occurs one year from provisional licensure whether or not the licensee has a final license.

Lastly, GT acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, marketing and sponsorship practices of every marijuana establishment. Additionally, any actions taken or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Energy Conservation Statement

12/16/21

Dr. Green Thumb – Greenfield Dispensary

220 Main St.
Greenfield, MA 01301

Justin Pagan:

Pursuant to the CCC Adult Use of Marijuana Energy Conservation Regulations please note the following:

The Marijuana Establishment (ME) proposed for the building at 220-228 Main Street in Greenfield is a Marijuana Retailer operator. No cultivation will occur at this facility and as such the energy conservation requirements for cultivation are not applicable.

The following energy efficiency and conservation strategies will be implemented:

- A **Energy Demand Reduction:** Provision for natural lighting is available along the South-facing and West-facing facades of the building. The South-facing windows are on the Main Street and are proposed to be full-height glazed, with clear glass above eye-height and translucent glass below. The West-facing façade currently has no windows on the street level, but new windows are planned to be added.
- B **Renewable Energy Generation** opportunities:
 - 1 Ground-based: The property at 220-228 Main Street is an urban lot with the building occupying 85% of the lot and only a 6'-8' strip of ground exposed on the North and South side. Additionally, the South side is the Main Street sidewalk. No opportunity for ground based solar energy generation exists.
 - 2 Roof-based: the existing roof is flat and has a good exposure to the west and south. The condition and construction of the roof will have to be evaluated for placement of a roof-top solar array.
- C **Reduction of Energy Consumption:** The Project will be in full compliance with the Massachusetts Energy Conservation Code [IECC,2018 with MA amendments] and 'Stretch Code' as applicable, with the following items considered:
 - 1 Massachusetts Building and Energy Code required envelope insulation standards,
 - 2 Use of energy efficient LED light fixtures,
 - 3 Implementation of lighting energy conservation options including occupancy and photocell sensors, and smart timeclocks as appropriate,
 - 4 Energy efficient mechanical systems, including investigation of variable speed drives and energy recovery systems.

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- D **Utility-based Energy Conservation Programs:** The energy provider for this Project is Eversource. Rebates through the Utility for use of Energy Star fixtures will be investigated.

Respectfully,

Steve Drakulich

SD&A

Cc: John Toro, Dr. Green Thumb
Justin Pagan, Dr. Green Thumb
Robert Griffiths, P.E.