



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR282175  
Original Issued Date: 09/10/2020  
Issued Date: 10/13/2022  
Expiration Date: 10/14/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green River Cannabis Company Inc

Phone Number: 401-640-2552      Email Address: constant424@gmail.com

Business Address 1: 398 Deerfield Street

Business Address 2:

Business City: Greenfield

Business State: MA

Business Zip Code: 01301

Mailing Address 1: 30 Washington Street

Mailing Address 2:

Mailing City: Attleboro

Mailing State: MA

Mailing Zip Code: 02703

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 90

Percentage Of Control: 90

Role: Director

Other Role: CEO

First Name: CONSTANT

Last Name: POHOLEK

Suffix: JR

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity: polish

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Ryan

Last Name: Poholek

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Ryan is an officer of the corporation. He serves as vice president.

Close Associates or Member 2

First Name: Ernest

Last Name: Poholek

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Executive member

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Ernest

Last Name: Poholek

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$158000 Percentage of Initial Capital: 10

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Constant

Last Name: Poholek

Suffix: Jr

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$218000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 398 Deerfield Street

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01301

Approximate square footage of the establishment: 2500 How many abutters does this property have?: 56

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification.pdf	pdf	5ca360732724e81b5256031f	04/02/2019

Plan to Remain Compliant with Local Zoning	Zoning Approval.pdf	pdf	5ca360d82724e81b52560323	04/02/2019
Community Outreach Meeting Documentation	Community Outreach Attestation Proof.pdf	pdf	5ca36603d7a931124ee08081	04/02/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning GRCC.pdf	pdf	5d02650e622b7c1357f71bdd	06/13/2019
Community Outreach Meeting Documentation	Community Outreach Attestation Form.pdf	pdf	5e19109d0557385733b442aa	01/10/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - GRCC - 011320.pdf	pdf	5e1ca79c00f72d57285f1239	01/13/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> Constant	<b>Last Name:</b> Poholek <b>Suffix:</b> Jr.
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

#### Individual Background Information 2

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> Ryan	<b>Last Name:</b> Poholek <b>Suffix:</b>
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

#### Individual Background Information 3

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> Ernest	<b>Last Name:</b> Poholek <b>Suffix:</b>
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Corporate Bylaws.pdf	pdf	5ca5f169d7a931124ee08696	04/04/2019

Department of Revenue - Certificate of Good standing	certificate of good standing dor Green.pdf	pdf	5cb8666eb10c2044c5597282	04/18/2019
Articles of Organization	Art of Org Green River-merged.pdf	pdf	5ccc948f5c356a44cb76a42a	05/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing SOC GRCC.pdf	pdf	5e28cf9d81ae16046bec521d	01/22/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DoUA waiver - GRCC - 080922.pdf	pdf	62f28185b027db00095458f0	08/09/2022
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Standing 2022.pdf	pdf	6306a65844fa3500ad6b2cb	08/24/2022
Department of Revenue - Certificate of Good standing	DOR TAX.pdf	pdf	6306a72044fa3500ad6b3a3	08/24/2022

Massachusetts Business Identification Number: 001364359

Doing-Business-As Name: GREEN RIVER CANNABIS COMPANY INC

DBA Registration City: Greenfield

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Biz Plan GRCC 2.pdf	pdf	5d03dac758ad7e1336c281dc	06/14/2019
Plan for Liability Insurance	Certificate of Liability Insurance Commonwealth of Massachusetts - GRCC.pdf	pdf	62f281e01e960b0009f8ac7a	08/09/2022
Proposed Timeline	Proposed Timeline - GRCC - 073122.pdf	pdf	62f286abb027db0009546c75	08/09/2022

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures - GRCC.pdf	pdf	62f2878eb027db0009547008	08/09/2022
Diversity plan	Diversity Plan Current - GRCC - 060522.pdf	pdf	62f2878f1e960b0009f8bf47	08/09/2022
Energy Compliance Plan	Energy Compliance Plan - GRCC.pdf	pdf	62f28790b027db0009547023	08/09/2022
Inventory procedures	Inventory procedures - GRCC.pdf	pdf	62f287921e960b0009f8bf70	08/09/2022
Maintaining of financial records	Maintaining Financial Records - GRCC.pdf	pdf	62f287931e960b0009f8bf84	08/09/2022
Personnel policies including background checks	Personnel Policies - GRCC.pdf	pdf	62f2882f1e960b0009f8c26f	08/09/2022
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana - Retail - 120921.pdf	pdf	62f28835b027db0009547329	08/09/2022

Restricting Access to age 21 and older	Plan to restrict access 21 - GRCC.pdf	pdf	62f2883a1e960b0009f8c297	08/09/2022
Prevention of diversion	Prevention of diversion - GRCC.pdf	pdf	62f288401e960b0009f8c2c0	08/09/2022
Qualifications and training	Qualifications and training - GRCC.pdf	pdf	62f288451e960b0009f8c2d4	08/09/2022
Quality control and testing	Quality control and testing - GRCC.pdf	pdf	62f288e6b027db0009547662	08/09/2022
Record Keeping procedures	Record keeping procedures - GRCC.pdf	pdf	62f288e71e960b0009f8c572	08/09/2022
Security plan	Security Plan - GRCC.pdf	pdf	62f288e9b027db0009547676	08/09/2022
Storage of marijuana	Storage of Marijuana - GRCC.pdf	pdf	62f288ea1e960b0009f8c586	08/09/2022
Transportation of marijuana	Transportation of marijuana - GRCC.pdf	pdf	62f288ec1e960b0009f8c59a	08/09/2022

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: SEE ATTACHED

### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: SEE ATTACHED

## HOURS OF OPERATION

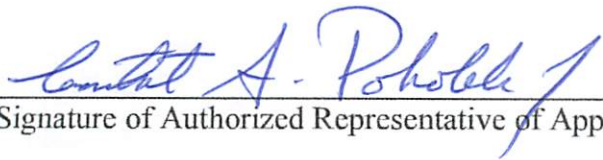
<b>Monday From: 9:00 AM</b>	<b>Monday To: 7:00 PM</b>
<b>Tuesday From: 9:00 AM</b>	<b>Tuesday To: 7:00 PM</b>
<b>Wednesday From: 9:00 AM</b>	<b>Wednesday To: 7:00 PM</b>
<b>Thursday From: 9:00 AM</b>	<b>Thursday To: 7:00 PM</b>
<b>Friday From: 9:00 AM</b>	<b>Friday To: 7:00 PM</b>
<b>Saturday From: 9:00 AM</b>	<b>Saturday To: 3:00 PM</b>
<b>Sunday From: 9:00 AM</b>	<b>Sunday To: 3:00 PM</b>

## Host Community Agreement Certification Form

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

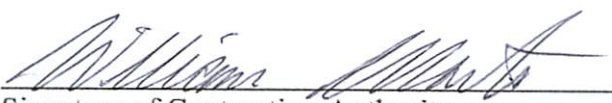
### Applicant

I, Constant S. Poholek JR, (*insert name*) certify as an authorized representative of Green River Cannabis Company Inc (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Greenfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 14, 2019 (*insert date*).

  
Signature of Authorized Representative of Applicant

### Host Community

I, William Martin, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for GREENFIELD (*insert name of host community*) to certify that the applicant and GREENFIELD (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 14, 2019 (*insert date*).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community







City of  
**GREENFIELD, MASSACHUSETTS**



**OFFICE OF THE MAYOR**

**WILLIAM F. MARTIN**

**Mayor**

Town Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1560 • Fax 413-772-1519  
Mayor@greenfield-ma.gov • www.greenfield-ma.gov

January 4, 2019

I, William F. Martin, Mayor, do hereby provide support/non-opposition to the Green River Cannabis Company, Inc. to operate a marijuana retail establishment in Greenfield. I have verified with the appropriate local officials that the proposed location of the marijuana retail establishment at 398 Deerfield Street is in a zoning district that allows such use pursuant to local permitting.

William F. Martin, Mayor  
Name and Title of Individual

  
Signature

1/4/19  
Date

## Community Outreach Meeting Attestation Form

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

I, Constant S. Poholek JR, (*insert name*) attest as an authorized representative of Green River Cannabis Company (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 14, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on February 5, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. *A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*
3. A copy of the meeting notice was also filed on February 1, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 30, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Greenfield Recorder

# Classified SPOT

# 772-0148

Mon-Fri 8am-5pm

Online at [www.recorder.com](http://www.recorder.com)

Email at [clasinfo@recorder.com](mailto:clasinfo@recorder.com)



## BUSINESS & SERVICE DIRECTORY

413-772-0148  
[clasinfo@recorder.com](mailto:clasinfo@recorder.com)  
Mon - Fri 8 AM - 5 PM

### Lamp Repairs

**JUST THINGS**  
Complete lamp repair, lamps & lamp parts sold. Giant sig sale.  
Call Arthur, 413-946-5043

### Storage Space

**Wisdom Way Self Storage**  
DRY, CLEAN AND SECURE  
Variety of sizes.  
413-778-8337

## ANNOUNCEMENTS

### Found

**FOUND** Ariens Snowthrower manual and registration card in the Saverchna St, Greenfield area. Please call 413-773-5885 to identify.

### Instructions

**A & B CUL CLASSES + BUS**  
Chicopee, MA 800-870-4235  
United Tractor  
Trailer School  
[www.unitedcd.com](http://www.unitedcd.com)

## SERVICES

### Child Care

**VALLEY PLAYSCHOOL**  
has Toddler & Preschool openings.  
Call Ann Marie at (413)215-2408

## EMPLOYMENT

### Full Time

**Community Action!**  
Check our website  
[www.communityactionusa.com](http://www.communityactionusa.com)

### Announcements

**SUDOKU ANSWER**

7	2	6	9	8	9	1	2	
1	8	2	6	9	7	5	2	6
6	9	2	1	7	8	5	9	7
9	6	2	1	7	8	5	9	7
8	7	1	2	5	2	6	9	8
6	2	5	9	8	1	7	2	9
2	1	6	8	2	9	7	1	9
2	9	7	6	1	2	8	5	9
2	9	8	7	1	9	6	1	1

5518

## EMPLOYMENT

### Full Time

**LABELLE'S BEST HOME** is looking for a full time **KITCHEN MANAGER**. Must have experience. Fax resume to: 413-629-0154

**SUBWAY**  
DEERFIELD in Circle K, \$12.50 to start. Apply in person at Subway. 413-665-9530

### Part Time

**LABELLE'S BEST HOME** part time, 3 days a week, 9-11 AM. Will train. Please apply in person, 3 High St, Shelburne Falls.

### Part Time

**Part Time Driver**  
Perfect job to supplement retirement with flexible hours. Driver for non-emergency medical transportation company. Must be able to pass pre-employment physical, drug test and court check. Must be over 21 years old and have clean driving record. Email resume to [RVN@classic-kitchens.com](mailto:RVN@classic-kitchens.com) or pick up application at 20 Colrain Street, Greenfield.

**Lost & Found**  
If you have lost or found an animal, we will run your ad for free. Call 772-0148

### Part Time

**NewsPaper Home Delivery**

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

Routes are Mon-Sat, 2-3 hours daily, starting around 2-4AM.  
**\$350-\$500/bi-weekly.**

Routes available in:  
Greenfield, South Deerfield & Northfield

No \$\$ collections. Must be 18+ with a reliable means to provide delivery.  
Call  
**STAPOG DISTRIBUTION, INC.**  
413-687-4567

## EMPLOYMENT

### Part Time

#### Part-Time Program Coordinator

Do you have excellent administrative skills, and would enjoy working with volunteers to improve senior health? RSVP of the Pioneer Valley is looking for a motivated part-time coordinator to manage the Healthy Bones & Balance program. Must be organized, detail-oriented, and have a reliable vehicle.  
Apply at [hcg-ma.org](http://hcg-ma.org).

## ANIMALS & PETS

### Dogs/Cats & Pets

**Free to a good home**  
2 cats 1 male and 1 female  
LAST GO TOGETHER  
Call (413) 460-0044

## MERCHANDISE

### Fast Action Ads

**BELLEK** 8" x 6" oval china basket, 1997. Pink roses, lavender thistle, twigs. \$56. 413-775-3158

**CANDLEWICK** 6.25" heart shape clear glass bowl with handle, mint condition. \$4. 413-775-3158

**EASE** by Therafirm Gradient Compression Open Toe Knee Highs (20-30 mmHg) BK \$39 (used once). Call 603-239-8849

## MERCHANDISE

### Fast Action Ads

**FOURSON** Royal Worcester bone china blue bird 3649, 3 1/8", MINT. \$7. 413-775-3158

**IG Technologies** PRO V Tens & EMS unit w/belt for pain relief, stress & muscle stimulation. \$50. Call 603-239-8849

**JUICE** glasses, set of 8. Clear ribbed glass, square shape, 4oz, new. \$4. 413-775-3158

**MONTGOMERY WARD** stereo system. Record player with 2 large speakers, radio, strobe, cassette adapter. \$65. 413-423-3787

**OMRON** Max Power ElectroTherapy Fish Relief. (used twice). like new. \$23. Call 603-239-8849

**Plattgraff "Yorktowne"**, service for 10. Many additional pieces inc. glassware. \$55. 413-856-4078

**SNOW BLOWER** Toro power shift 8/24 \$250 (413) 649-5296

**(A) ALL SEASON TIRES**  
good tread life 259-65-17  
\$300 (413) 478-2196

**(A) ALL SEASON TIRES**  
like new 228-65-17 \$400  
(413) 478-2196

**(A) TOTTS OF BEANE BARRES**  
new with tops. 13 at \$300 (413) 478-2196

**CAR REPAIR SEAT WITH TOOL TRAY** brand new \$30 (413) 478-2196

**Mid snowblower** 10hp, 28" electric start, serviced. \$475 (413) 649-8889

**Mid snowblower** 6.5hp, 28" hooded handle, electric start. \$475. (413) 649-8889

**PINE LIGHTED HUTCH**  
Cabinet excellent \$225 BO (413) 563-2127

**Simplicity** 7hp, 26" tire chains, heavy duty. Ser#604. \$275/B.O. (413) 649-8889

**SIMPLICITY Snowblower**  
8hp 26" metal chute tire chains \$325 (413) 649-8889

**SNOW BLOWER** (sect. at 518/24 \$325 (413) 649-5296

**SNOW BLOWER** Toro shift 8/24 \$250 (413) 649-5296

**SNOW BLOWER** Ariens 518/24 \$325 (413) 649-5296

**TWO STUDDED SNOW TIRES** P 165 75R14 \$100 (413) 563-2127

**SPODE** Christmas Tree \$324 do-sert/sandwich tray, 13.25" x 6.25", new. \$6. 413-775-3158

**TRACK LIGHTING** 10 foot flexible track lighting kit. \$50 (413) 773-8884

**Hay/Feed/Fertilizer**

**1ST CUT HAY** and mulch hay. Call 413-772-6607 or 413-772-0348

**HAY FOR SALE** - Square bales, first cut. \$4.50 per bale at my barn. 978-544-7562.

**Wood For Sale**

**SEASONED BLACK LOCUST & ASH**. Cut, split, delivered. Call Blue Sky. (413) 624-3648

## REAL ESTATE FOR RENT

### Apartments Unfurnished

**TURNERS FALLS** 2nd floor. Studio Apt. Washer/Dryer. Parking \$550+ 1st & Sec. Call 413-824-9103

### Legals

#### MONROE WATER DISTRICT NOTICE OF A PUBLIC HEARING

Pursuant to MGL Chapter 40A Section 5, the Monroe Water District Board of Commissioners will hold a public hearing to consider the addition of an overlay to the zoning by-law concerning the Establishments and Detention of Surface Water Supply Protection District By-Law. The hearing will be held at the Monroe Town Hall, 3C School Street, on Tuesday, February 12, 2019 at 6:00 P.M. The by-law is available for public review at the town office.

**COMMISSIONERS**  
Raymond Passardi  
Douglas Oakes, Sr.  
Arthur V. Houghtaling, Sr.  
January 29  
February 5

23571

### Apartments Unfurnished

## MILL HOUSE APARTMENTS

- Heat, h/w & a/c included
- Exercise room & outdoor pool

Mon.-Fri. 8:30-5:00  
(413) 774-7561 • TDD (800) 232-0782  
75B Wells St., Greenfield, MA  
[millhouseapartmentsbc.com](http://millhouseapartmentsbc.com)

Place Your Classified Ad 24/7 at [marketplace.recorder.com](http://marketplace.recorder.com)

Please Recycle This Newspaper

## DAKIN HUMANE SOCIETY

413-548-9898  
[WWW.DAKINHUMANE.ORG](http://WWW.DAKINHUMANE.ORG)

# CLEAN OUT YOUR ATTIC

RECORDER.COM

## TURN YOUR JUNK INTO CASH!

Place Your Classified Ad 24/7 at [marketplace.recorder.com](http://marketplace.recorder.com)

**398 DEERFIELD STREET, GREENFIELD MA NOTICE OF COMMUNITY OUTREACH MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana establishment is scheduled for February 14, 2019 at 6:00 p.m. at The Hampton Inn, 184 Shelburne Road, Greenfield, MA. The proposed adult-use retail marijuana establishment is anticipated to be operated by The Green River Cannabis Company, Inc and located at 398 Deerfield Street, Greenfield, MA. There will be an opportunity for the public to ask questions.

GREENFIELD, MASS

2019 FEB -1 PM 2:39

OFFICE OF THE  
TOWN CLERK

[REDACTED]  
Deerfield Street  
Greenfield, MA 1301

January 31, 2019

To Whom It May Concern:

You are being notified because you are an abutter of 398 Deerfield Street, the proposed address of Green River Cannabis Company, Inc. who is anticipated to be located at the above address. A more detailed explanation of the meeting is enclosed below.

398 DEERFIELD STREET, GREENFIELD, MA NOTICE OF COMMUNITY OUTREACH MEETING

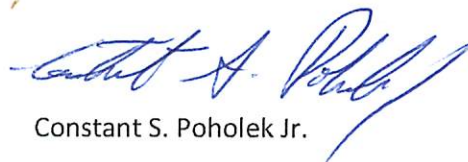
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 14, 2019 at 6:00 p.m. at The Hampton Inn, 184 Shelburne Road, Greenfield, MA 01301. The proposed marijuana retailer intends to use clubhouse as retail space and is anticipated to be located at 398 Deerfield Street, Greenfield, MA 01301. There will be an opportunity for the public to ask questions. Information to be presented at the meeting will include: 1. The type(s) of Marijuana Establishment to be located at the proposed address; 2. Information adequate to demonstrate that the location will be maintained securely; 3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors; 4. A plan by the Marijuana Establishment to positively impact the community; and 5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Notice of this meeting was published in a local newspaper of general circulation and filed with the Greenfield Town Clerk, the Planning Board and The Board of Selectman of Greenfield at least seven (7) calendar days prior to the meeting.

Notice of this meeting was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to abutters within 300 feet of the property line of the proposed location as they appear on the most recent applicable tax list.

We look forward to meeting you at the above meeting and there will be any opportunity for the public to ask questions.

Sincerely,



Constant S. Poholek Jr.

Green River Cannabis Company Inc.

**Green River Cannabis Company, Inc “GRCC”: Plan to Remain Compliant with Local Zoning**

GRCC attests that it will, through its operation of a retail establishment in the town of Greenville, MA, follow and remain compliant with all local zoning requirements under the Greenfield Zoning Bylaw:

Article IV Use Regulations, Appendix A: Table of Uses

Article VI General Regulations, Sections: 200-6.5 (Parking), 200-6.7 (Signs) 200-6.11 Driveways and Entrances

Article VII Section 200-7.17: Marijuana Establishments

As GRCC has been granted a host agreement by the town of Greenfield, we plan to follow the use regulations for permitted use at our Deerfield Street location, performance standards for security and fire, and special provisions for parking, loading, signs, etc.

As all Marijuana Establishments require a Special Permit process as per Article VII Section 200-7.17 B (2) we will ensure compliance will local laws.

We will also communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

## Community Outreach Meeting Attestation Form

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

I, Constant S. Pabolek Jr, (insert name) attest as an authorized representative of Green River Cannabis Company (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 14, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on February 5, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on February 1, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on JANUARY 30, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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



Green River Cannabis Company  
398 Deerfield Street  
Greenfield, MA 01301

Office of the Mayor  
City Hall, Room 201,  
14 Court Square,  
Greenfield, MA 01301

7/15/22

**Community Impact Fees**

Mayor Wedegartner:

Green River Cannabis Company is a provisionally-licensed marijuana dispensary located at 398 Deerfield Street. We are currently working briskly towards final licensing. Although we are not yet open, the time has come for us to renew our license with the Cannabis Control Commission. To that end, we are required by the Commission to request from the city of Greenfield, in accordance with M.G.L. c. 94G, § 3(d), a record of any costs to the city imposed by the operation of our marijuana establishment. Such costs shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Sincerely,

p.p. Constant Poholek

Green River Cannabis Company  
398 Deerfield Street  
Greenfield, MA 01301

7/31/22

**Community Impact Fees**

To whom it may concern:

This letter attests that Green River Cannabis Company requested the City of Greenfield in a letter dated 8/1/21 to provide, in accordance with M.G.L. c. 94G, § 3(d), a record of any costs to the city imposed by the operation of our marijuana establishment. Such costs to be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

As of the date of this letter no response has been received.

Sincerely,

*Constant Poholek*

p.p. Constant Poholek

# The Green Gateway Positive Impact Program, GRCC

## Introduction

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

## Acknowledgements

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

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

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

## Goals:

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

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

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

The goal of the program is to provide ADI communities and individuals access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

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

- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, an online resource center providing links and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

## Programs:

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

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

### Seminar Content:

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

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

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

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

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

### **Measurements:**

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

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

**BYLAWS**  
**OF**  
**GREEN RIVER CANNABIS COMPANY INC**

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## ARTICLE I

### SHAREHOLDERS

Section 1. *Annual Meeting.* The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. *Special Meetings.* Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 3. *Place of Meetings.* All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in die notice of the meeting or die meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

Section 4. *Requirement of Notice.* A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 5. *Waiver of Notice.* A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting

objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 6. *Quorum.* (a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

Section 7. *Voting and Proxies.* Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 8. *Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

**Section 9. *Action Without Meeting by Written Consent.***

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article HI, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

**Section 10. *Record Date.*** The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

**Section 11. *Meetings by Remote Communications.*** Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

### Section 13. *Shareholders List for Meeting.*

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares and show the address of and number of shares held by each shareholder but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting:

(1) At the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

## ARTICLE n

### DIRECTORS

Section 1. *Powers.* All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors. Section 2. *Number and Election.* The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

Section 3. *Vacancies.* If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

Section 4. *Change in Size of the Board of Directors.* The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 5. *Term.* The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 6. *Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. *Removal.* The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. *Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 9. *Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. *Notice.* Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article m.

Section 11. *Waiver of Notice.* A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. *Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. *Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. *Action Without Meeting.* Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. *Telephone Conference Meetings.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is present in person at the meeting.

Section 16. *Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

Section 17. *Compensation.* The Board of Directors may fix the compensation of Directors.

Section 18. *Standard of Conduct for Directors.*

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

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**Section 19. *Conflict of Interest.***

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

(e) Notwithstanding the foregoing, however, any business transactions between or among any shareholder, director or officer of the Corporation or its shareholders, members, managers, directors, or officers shall constitute a conflict of interest.

(f) **Section 20. *Loans to Directors.*** The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.



## ARTICLE III

### MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

## ARTICLE IV

### OFFICERS

Section 1. *Enumeration.* The Corporation shall have a President, a Vice President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. *Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

Section 3. *Qualification.* The same individual may simultaneously hold more than one office in the Corporation.

Section 4. *Tenure.* Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

Section 5. *Resignation.* An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

Section 6. *Removal.* The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

Section 7. *President.* The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. *Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 9. *Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 10. *Standards of Conductor Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public

Accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

Section 11. *Vice President.* The Vice President shall, subject to the direction of the Directors, shall have the authority vested in the President in die event the President shall die or be incapacitated.

## ARTICLE V

### PROVISIONS RELATING TO SHARES

Section 1. *Issuance and Consideration.* The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. *Share Certificates.* If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of die Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

Section 3. *Uncertificated Shares.* The Board of Directors may authorize the issue of some or all the shares of any or all the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

Section 4. *Record and Beneficial Owners.* The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation,

Section 5. *Lost or Destroyed Certificates.* The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

Section 6. *Transfer Restrictions.* The shareholders may from time to time enter into agreements) with each other and/or the Corporation containing restrictions on the transfer of the shares of the Corporation. A copy of all such agreements shall be filed with the Secretary of the Corporation and shall be maintained with the records of the Corporation.

## ARTICLE VI

### CORPORATE RECORDS

#### Section 1. *Records to be Kept.*

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

- (i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
- (iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;
- (vi) a list of the names and business addresses of its current Directors and officers; and

**Section 2. *Inspection of Records by Shareholders.***

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect, and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business 47

For a public corporation, add: "or, in the case of a public corporation, constitute material nonpublic information at the time when the shareholders notice of demand to inspect and copy is received by the Corporation."

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

**Section 3. *Scope of Inspection Right.* A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.**

(a) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(b) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(c) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(bX3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(d) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

Section 4. *Inspection of Records by Directors.* A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## ARTICLE VD

### INDEMNIFICATION

Section 1. *Definitions.* In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation" includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

^ "Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

Party, an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Preceding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrate, or investigative and whether formal or informal.

**Section 2. *Indemnification of Directors and Officers.***

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(bX4) of the MBCA or any successor provision to such Section.

A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(b) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(c) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

**Section 3. *Advance for Expenses.*** The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(bX4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

**Section 4. *Determination of Indemnification.*** The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

*Section 5. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would



impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

Section 6. *Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

Section 7. *Application of this Article.*

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

## **ARTICLE V**

### **FISCAL YEAR**

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

**ARTICLE IX  
AMENDMENTS**

- (a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.
- (b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.
- (c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.
- (d) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.
- (e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).
- (f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

**GREEN RIVER CANNABIS COMPANY INC.**

**Consent of Sole Incorporator**

The undersigned, acting as sole incorporator to form a Massachusetts business corporation to be known as Green River Cannabis Company Inc., pursuant to the provisions of Massachusetts General Laws Chapter 156D, Section 2.05(b), hereby consents to the following votes:

VOTED: That bylaws in the form attached to this consent be, and such bylaws hereby are, adopted as the bylaws of the corporation.

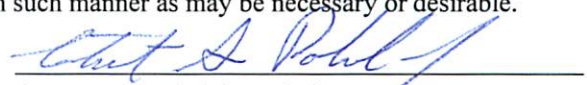
VOTED: That the number of directors for purposes of incorporation be fixed at two unless otherwise voted upon otherwise, and that the following directors and officers be, and they hereby are, elected to serve in accordance with law and the bylaws:

Directors: Constant S Poholek Jr.  
Ryan C. Poholek

President: Constant S. Poholek Jr.  
Vice President Ryan C. Poholek  
Treasurer: Constant S Poholek Jr.  
Secretary: Constant S. Poholek Jr.

VOTED: That the articles of organization of this corporation in the form attached to this consent be executed and filed by the incorporator in accordance with law, and that the board of directors of this corporation heretofore and hereafter elected or appointed be, and such board of directors hereby is, authorized to adopt one or more forms of certificate for the capital stock of this corporation, cause such stock to be issued and otherwise authorize or direct performance of any act or acts deemed by them to be necessary or desirable to effectuate this corporation as a going concern, to secure its capital and any sums which the corporation may desire to borrow and to acquire such assets and to assume or incur such liabilities in such manner as may be necessary or desirable.

Date of Signature: April 4, 2019

  
Constant S. Poholek Jr., Sole Incorporator  
*President*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN RIVER CANNABIS COMPANY INC  
30 WASHINGTON ST  
ATTLEBORO MA 02703-5531

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

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

**Articles of Organization**

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

Identification Number: 001364359

**ARTICLE I**

The exact name of the corporation is:

GREEN RIVER CANNABIS COMPANY INC

**ARTICLE II**

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

**ARTICLE III**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	0

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

**ARTICLE IV**

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

**ARTICLE V**

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

**ARTICLE VI**

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

A. LIMITATION OF DIRECTOR LIABILITY, EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. B. PARTNERSHIP THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. C. MINIMUM NUMBER OF DIRECTORS, THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. D. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

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

**ARTICLE VII**

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

**Later Effective Date: Time:**

**ARTICLE VIII**

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

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

Name: CONSTANT POHOLEK JR  
 No. and Street: 30 WASHINGTON STREET  
 City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address (no PO Box)</b> Address, City or Town, State, Zip Code
PRESIDENT	CONSTANT STANLEY POHOLEK JR	424 OLD POST ROAD NORTH ATTLEBORO, MA 02760 USA
TREASURER	CONSTANT STANLEY POHOLEK JR	424 OLD POST ROAD NO ATTLEBORO, MA 02760 USA
SECRETARY	CONSTANT STANLEY POHOLEK JR	424 OLD POST ROAD NO ATTLEBORO, MA 02760 USA
VICE PRESIDENT	RYAN CONSTANT POHOLEK	424 OLD POST ROAD NORTH ATTLEBORO, MA 02760 USA
DIRECTOR	CONSTANT STANLEY POHOLEK JR	424 OLD POST ROAD ATTLEBORO, MA 02703 USA

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

December

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

INTENT TO PURSUE RETAIL CCC LICENSE

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

No. and Street: 30 WASHINGTON STREET  
City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

No. and Street: 30 WASHINGTON STREET  
City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

**which is**

its principal office  an office of its transfer agent  
 an office of its secretary/assistant secretary  its registered office

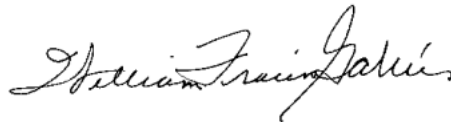
**Signed this 25 Day of January, 2019 at 10:19:01 AM by the incorporator(s).** (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

CONSTANT POHOLEK JR. PRESIDENT

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:

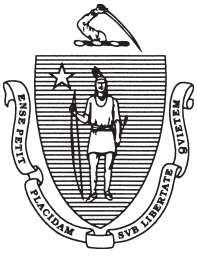
January 25, 2019 10:18 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: January 21, 2020

To Whom It May Concern :

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

**GREEN RIVER CANNABIS COMPANY INC**

is a domestic corporation organized on **January 25, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 20010406720

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

Processed by:

## Executive Summary

Green River Cannabis Company Inc., a Massachusetts Corporation, is a new progressive retail cannabis store, focused on the sale and supply of recreational marijuana products; to age appropriate consumers in Massachusetts. Green River Cannabis Company Inc. will market top quality products from existing and future licensed Massachusetts cannabis producers to establish and maintain its customer base.

The Company is at the forefront of a new retail concept that offers consumers a reliable source for cannabis and related wares; and provides suppliers a fresh, upscale, professionally managed outlet for their products. Green River Cannabis Company Inc. will concentrate its sales efforts on the estimated \$775M annual recreational marijuana market in Massachusetts.

Green River Cannabis Company Inc., dispensary will be 1500-2000 square feet in size and employ 1 Manager, 4 full time and 4 part time staff members. Inventory will include smokable marijuana products, vape products, edibles, topicals and concentrates.

We expect to serve a minimum of 250 customers per day/location with an average spend of \$60. This equates to average daily sales of \$ 15,000 per day. Management projects this number to be approximately 5,460,000.00; with sales revenues exceeding \$6M by 2020.

It is our goal to be a dominant player in this new billion-dollar market. As part of our goal of market leadership we will:

- Strive to achieve long-term valuable relations with our customer base.
- Ensure that our customers receive full value for their patronage.
- Provide exemplary service to our customer base to protect our market share.
- Generate the highest possible margins via pricing structures, sales effort, cost control and innovation.
- Build the best possible team - from front line sales staff through the Board of Directors.
- Obtain the right mix of financing from cash flow, debt and equity investment. Green River Cannabis Company Inc. will have "first mover advantage" in Massachusetts; and create superior shareholder value by exercising the very best in strategic, integrated concepts and implementation. We will approach every marketing challenge with on-target strategies that result in innovative and effective sales solutions. Whether it's increasing market share, creating or altering perceptions of a brand, or even reinventing a product category; Green River Cannabis Company Inc., marketing initiatives will break barriers and most importantly, motivate consumers to buy and educate them about our products.

The Company's formation is a result from the combined efforts of the management group, who have a background in founding companies associated with retail sales to consumers, products and retail operations.

## Financial Strategy

The Company is seeking a minimum of \$250,000 of equity participation to fund business initiatives including our initial storefront dispensary location, inventory buildup, sales and marketing programs. Revenues will be realized daily and are projected to exceed \$6M annually by 2020.

Green River Cannabis Company Inc. proposes to open its first location in Greenfield, Massachusetts in the late fall of 2019 or Spring of 2020. Retail Cannabis sales will start upon final license approval from the Cannabis Control Commission and the Town of Greenfield, expansion will be organic once budgets and revenues justify. Green River Cannabis Company Inc., will also have a market strategy for its wide range of cannabis products and Cannabis Control Commission approved CBD products.

Sales and marketing plans including site selection will commence and proceed into high gear immediately upon final approval from the Cannabis Control Commission. Management will keep costs and expenditures to a minimum during the startup phase through the use of founding Shareholders resources and capabilities. This will allow the Company to focus funding and investment capital solely on business development.

## Strategy

An evaluation by the Board of Directors at 1-3 years of operation will determine the best growth strategy for Green River Cannabis Company Inc.

Options include:

- Sale or merger with larger national dispensary chain or producer.
- IPO if market conditions are favorable.
- Management buyout, in whole or in part.

## The Market

Based on a study by Forum Research in November of 2015, the market for legal marijuana in Massachusetts could have more than 1 million customers.

The report echoes this study, projecting legalized recreational marijuana revenues in Massachusetts will outstrip the annual combined sales of alcohol products; blossoming into a \$ 1 billion plus dollar industry. According to the market research firm New Frontier Data, the Commonwealth's regulated cannabis industry is projected to generate \$1.07 billion in annual revenue by 2020. At employment levels comparable to those that exist in Colorado, Massachusetts' cannabis industry will directly employ 14,791 FTE jobs and support an additional 6,360 FTE jobs.<sup>19</sup>

At the expected demand, producers across the country are spending hundreds of thousands of dollars to develop licensed grow and production facilities across Massachusetts. This growth expects to create thousands of new jobs across Massachusetts in the Cannabis market.

Green River Cannabis Company Inc. plans to be a major player in this market as well. Focusing on a strong regional presence in Massachusetts, we plan to sell from our initial location. Headquartered in Greenfield, Massachusetts, annual sales are projected to top \$6M within 3 years of final license approvals.

## The Dispensary

Green River Cannabis Company Inc., location will focus on the Greenfield MA and surrounding towns within a 25-mile radius.

The location will be 1500 to 2000 sq. feet in size. High end sound system, HD televisions and digital menus will enhance the contemporary ambiance. Top level security will be integral, including climate- controlled product storage vaults, security cameras, digital video recorders (DVR's), motion sensors and keyless entry locks.

Startup costs including deposits, licenses, signage, flooring, lighting, fixtures and security has been budgeted at \$ 203,420 in addition to inventory costs forecast at 60% of monthly sales projections.

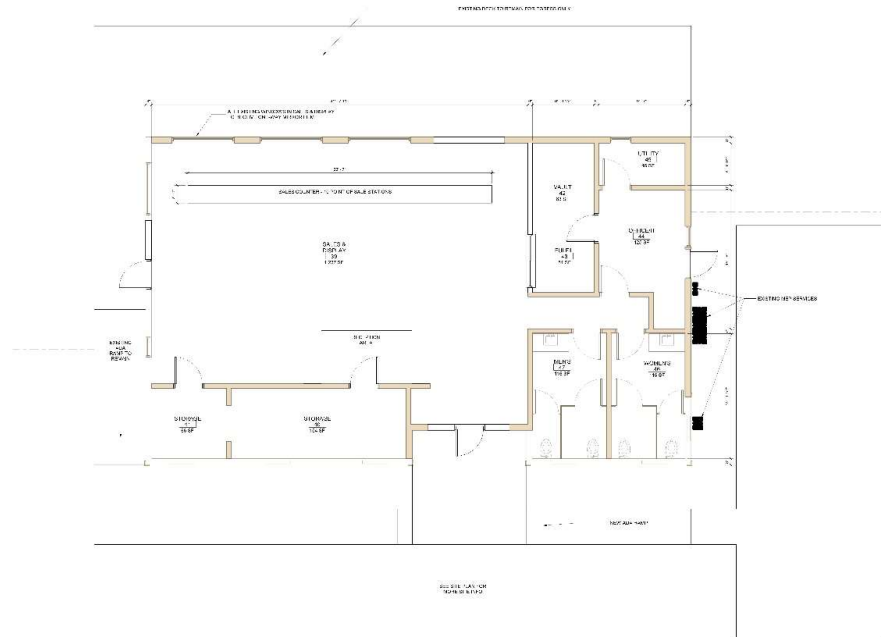
Green River Cannabis Company Inc., dispensary will be divided into the following departments: Cannabis Showroom and Retail Store - all marijuana products; and secure area.

Green River Cannabis Company Inc., will be corporately owned and operated, including potential Limited Partnerships in the future, at the time and discretion of the Board of Directors,

# GREEN RIVER CANNABIS COMPANY

398 DEERFIELD, ST  
GREENFIELD, MA

## FLOOR PLAN - PROPOSED



## Revenue Streams & Product Offerings

Revenues will be generated through the sale of state-licensed recreational marijuana products, such as:

**Smokable Products (Dried Cannabis)** - Green River Cannabis Company Inc., will offer a wide variety of dried marijuana product strains including Indica, Sativa and hybrids. We will provide customers a number of core strains; while also regularly offering a rotating selection of new varieties.

**Edibles, Topicals and Concentrates** - Edible products including baked goods, candies, lozenges, will be sold in conjunction with cosmetics, topical cannabis oils, salves, lip balms and concentrated products which include marijuana oil, kief, shatter and tinctures and wide assortment of Marijuana products as allowed by the Massachusetts Cannabis Control Commission.

## Projected Revenue

Revenue Projections are expected to generate estimated \$5.5 million in annual sales. This is based on the following assumptions:

- 250 Customers per day times with an average sale of \$ 60.00 per customer
- \$15,000,00 average daily sales
- 8 hours of operation per day x 7 days \$105,000.00 per week
- \$5,460,000.00 per year gross (approximately)

This is a conservative estimate based on similar sales as researched in retail sales locations in other jurisdictions. With a 3 percent local excise tax and 3% community impact fee, local governments should expect to generate roughly \$327,600.00 in revenue from each dispensary's retail sales alone.

## Licensing & Regulations

Massachusetts' most recent shift in cannabis policy emerged in 2016 with voters' passage of Question 4, Legalization, Regulation and Taxation of Marijuana, which legalized adult-use cannabis. A useful starting point for approaching the development of local cannabis policy, is data from the Federal Government's National Survey on Drug Use and Health (NSDUH), which found that 1.1 million Massachusetts residents consumed cannabis in 2015—roughly one out of five individuals.

The highlight of Massachusetts's legislation includes the sale of cannabis products at privately run specialty stores and falls directly in-line with Green River Cannabis Company Inc., operating model.

Massachusetts Law includes:

- Minimum age of 21 to buy or use cannabis.
- Purchase and possession limits
- Sales will be in licensed retail or medical cannabis stores, separate from alcohol, tobacco and pharmaceuticals.
- Smoking and vaping in public will fall under existing tobacco laws.
- Six plants can be grown per individual twelve plants per household. (must be at least 21 years of age)

The centerpiece of Massachusetts' cannabis policy framework is the establishment of legal adult-use cannabis access. Possession, purchase, and consumption of marijuana is for adults aged 21 years or older.

These regulations are similar to the provincial liquor store model; and management anticipates comparable regulations for advertising and promotion of cannabis products in the future.

The licensing of dispensaries and future sales of cannabis products is handled by the Massachusetts Cannabis Control Commission.

## State and Local Taxation (Chapter 64N)

Massachusetts lawmakers adopted an informed approach to cannabis tax policy that will generate hundreds of millions of dollars in tax revenue for the State and municipalities. This tax policy framework includes an all-in tax rate of 20.00% that consists of (1) a 6.25% state sales tax, (2) a 10.75% state excise tax, and (3) and a 3.00% local excise tax restricted to the final point of sale, and an additional 3% local impact fee. The Department of Revenue will collect all state and local taxes and local tax revenue will be distributed directly back to municipalities

## Marketing & Advertising

To stand above the crowd and showcase our brand, Green River Cannabis Company Inc., will employ a diversified advertising strategy. The Company will utilize high traffic/visibility sign space in conjunction with internet and radio campaigns. Advertisements will focus on "cool factors" with out of the box creativity, which demand attention, to attract customers and grow market share.

A monthly budget for marketing and advertising has been set at \$5,000 per month beginning in December 2019. This will be an ongoing monthly expense.

## Competition

The Company expects competition from several private retail dispensary enterprises opening in Massachusetts over the next 24 months. Though still illegal under Federal law, there are currently licensed dispensaries operating in Massachusetts. The majority being in Central and Western Massachusetts, but they are scattered across counties to some degree.

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## Green River Cannabis Company Inc., Competitive Advantage

Green River Cannabis Company Inc., Dispensaries will position itself as the industry leader in the Massachusetts retail cannabis market.

Our competitive advantage will come from being one of the initial dispensary companies to open and focus sales efforts specifically on the Massachusetts market. Other advantages will be derived from the overall Green River Cannabis Company Inc., operating concept, selling top quality products in a friendly, welcoming environment with knowledgeable, professional staff.

## The Company

Green River Cannabis Company Inc., Dispensaries Inc. was incorporated in Massachusetts on January 2019. The Company will establish and maintain a head office location in our flagship dispensary in Greenfield, Massachusetts.

## Principals

Constant S Poholek Jr. - Attorney licensed in Massachusetts and Rhode Island with over 28 years of legal experience developing business ventures and advising clients in all aspects of business startups and financing. Secondly as a Golf Course facilities owner from 1991 - Present, Constant has worked in all aspects of the golf industry. Specializing in developing, merchandising and marketing, his career has taken him to own several country clubs in Massachusetts. Constant has a strong interest in environmental and political issues; past 20+ years Constant has been focused on a successful career in real estate developing.

Ryan C. Poholek – Financial Analyst and Advisor, Undergraduate degree in Finance from Bryant University and presently pursuing a master’s degree in Entrepreneurial Studies University of Tampa, Tampa Florida. Ryan has an extensive background in leadership skills through his educational and outstanding track and field background at Bryant University and The University of Tampa. Disciplined as a Captain of the Team and outstanding athlete breaking multiple school records and competing for the NCAA National track and field events.

Ernie Poholek - Has over 40 years’ experience in electrical design, development, and analysis. Ernie has extensive IT, technical, and surveillance equipment experience and his creative vision and technical experience will be integral to the establishment of a retail dispensary location, security initiatives, and daily operations.

Wayne Staltare – A Veteran of the Coast Guard, with over 35 years of experience of sales of compliance- driven, regulated controlled-substances through the licensed liquor and hospitality industries. Wayne’s background includes teaching hospitality for many years at Worcester Tech, Worcester, MA along with managing and owning multiple restaurants in the Worcester, MA and surrounding Towns. His experience in managing and regulatory compliance in the food and beverage industry will be an asset to the Green River Cannabis Company, Inc.

### Legal & Accounting

Accountants – Hastings and Landry 8 Brunner Street  
Plainville, Massachusetts 02762

Legal Counsel - Mark Bobrowski, Esq. 9 Pond Street  
Concord, MA 01742



## Directors & Officers

### President / CEO

Constant S. Poholek Jr. will serve as President and CEO of Green River Cannabis Company Inc., Constant will be responsible for the direction and implementation of the day to day operations of Green River Cannabis Company Inc., Duties will include establishing relationships and negotiations with staff and product vendors and suppliers as developed and discussed with the Director of Operations.; as well working with and making decisions for the Green River Cannabis Company Inc., as advised by store management in regards to sales initiatives, marketing, branding and staff training. His efforts will ensure the Company presents the most professional and consumer friendly brand in the Massachusetts retail cannabis industry.

### Vice President

Ryan C. Poholek will serve as Vice President and will assist the Green River Cannabis Company Inc. through the day to day financial operations. Being responsible for the cash flow and management of the financial structure of the organization.

### Director of Operations

Wayne Staltare will serve as Director of Operations of Green River Cannabis Company Inc., Wayne will be responsible for overseeing the day to day operation of Green River Cannabis Company Inc., Duties will include establishing relationships with the store managers and negotiations with product vendors and suppliers; as well working with Green River Cannabis Company Inc., store management in regards to sales initiatives, marketing, branding and staff training

### Director of Security

Ernie Poholek (see above)

Additional Directors will be added as needed.

## Staffing

Green River Cannabis Company Inc., Dispensaries will assemble the best possible team, from the Board of Directors to front line sales staff. All Green River Cannabis Company Inc., employees will be extremely qualified, with several years of retail experience. Green River Cannabis Company will employ 1 Manager, 1 Assistant Manager 3 full time and 4 part time staff members. Preference will be given to candidates with

diversity and that have previous experience with regulated retail sales and a demonstrated success in other retail sales positions.

#### Retail Store Managers

Dispensary managers will have a minimum 3 years' experience in a similar retail management role upon a thorough background check. This individual will be bondable and responsible for the management of dispensary business activities including sales, cash reconciliation, inventory, training and scheduling of staff. Every employee of Green River Cannabis Company Inc. will receive compliance training and be up to date on CCC regulations.

#### Cannabis Concierges

Dispensary staff will be trained on the nuances of a variety of marijuana strains and products. These individuals will be responsible for the front-line sales efforts of Green River Cannabis Company Inc., In addition to possessing outgoing and welcoming personalities, Cannabis Concierges must be extremely well versed on all dispensary offerings in order to make recommendations and assist customers with product selections.

#### Accountant / Bookkeeper

A chartered accountant, or individual with similar professional certification will be contracted to fill this position immediately upon financing. This individual will have a minimum of 5 years post qualification experience.

#### Human Resources

An HR professional will be contracted to assist in the development of Company policies and procedures. These include hiring, dismissal, sick leave, vacations, benefits etc.

### Massachusetts Licensed Cannabis Producers (Suppliers)

Green River Cannabis Company Inc. will purchase the most popular products offered by licensed Massachusetts Suppliers and Growers. Price point and product quality will dictate shelf space. Green River Cannabis Company Inc. will begin negotiations with suppliers upon provisional license approval.

#### Transportation

Green River Cannabis Company Inc. will employ a licensed third-party transportation company to transport all of its products from wholesaler to retailer.



# Diversity Plan for Green River Cannabis Company, Greenfield, MA

## Statement of Purpose

Green River Cannabis Company Inc. understands and supports the Cannabis Control Commission in its legislative mandated requirement to create equitable access to the regulated adult-use marijuana industries in the Commonwealth. In order to encourage full participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement we propose to adopt the following diversity plan:

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

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

## Introduction

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license. Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. This plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

## Goal 1

**Diversity** - Our company has established the following diversity goals in associate and management positions to assist those individuals achieve their goal of entering the adult-use marijuana industry. These goals are:

1. To achieve the following diversity goals:

a. Minorities;	30%
b. Women;	30%
c. Veterans;	20%
d. People with disabilities; and,	10%
e. People who identify as LGBTQ+	10%

## **Program activities - Goal 1**

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in Hampshire Gazette, and The Greenfield Recorder.
2. The distribution of internal workplace information sheets, bi-annually, aimed at encouraging current employees to assist in the attainment of these objectives by recommending potential employees.

## **Metrics and Evaluation - Goal 1**

We intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively achieving our goals?
3. Are 30% of employees minorities?
4. Are 30% of employees women?
5. Are 20% of employees veterans?
6. Are 10% of employees people with disabilities?
7. Do 10% of employees identify as LGBTQ+?
8. Have 10% of employees been given the opportunity to engage in shadow training?

## **Goal 2**

**Inclusivity** - Creating a safe, accepting and respectful work environment

Employees that see diversity in the workplace around them have an overall more positive opinion of their company. Two-thirds of job seekers say that diversity in an organization is an important factor for them. When organizations work to meet those expectations, employees are more satisfied.

A lack of diversity in a workplace can unintentionally create a hostile environment and contribute to higher turnover. When employees feel like they don't fit in, they're not likely to stick around. By creating a diverse and inclusive company culture, employees will be drawn to our company and want to stay, which will serve to continue the cycle of positive culture.

In a 2022 article on Diversity for *Foundr Magazine*<sup>1</sup> - a major publication for entrepreneurs - Jesse Sumrak emphasizes the fact that the average person spends at least 90,000 hours of their life at work, and couples this with the significance of inclusivity, and the importance of creating a work environment that makes individuals feel comfortable and safe in the place they're spending the majority of their time.

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<sup>1</sup> <https://foundr.com/articles/leadership/promote-diversity-and-inclusion>

*Capita*, a major international business process outsourcing and professional service company state in their guide, produced for the Human Resources Directors Summit, titled, "Diversity and Inclusion Best Practice in Recruitment"<sup>2</sup> that, "*If candidate pools and resulting hires are not sufficiently diverse, then the talent management activities which follow will not grow sufficiently diverse leaders for the future. Plus, if an organization's culture is not inclusive to everyone this will limit its ability to retain diverse talent.*"

An article for *Hult International Business School*<sup>3</sup> notes the importance of "...creating a workplace where different perspectives are valued and embraced....This inclusive culture will, in turn, help your company to retain diverse talent and make your workplace an attractive option for...job seekers."

A team of psychologists from *George Mason University, Texas A&M, University College Station, and Rice University*, in their 2019 paper, "Evidenced-Based Strategies for Improving Diversity and Inclusion in Undergraduate Research Labs"<sup>4</sup> hold inclusivity as a primary factor in the achievement and retention of a diverse workforce. On promoting an inclusive workplace, they say, "Multiple studies have found that minority students report feeling isolated, unwelcomed, invisible and distant from faculty. Inclusive research lab practices related to recruiting, selecting and retaining diverse student researchers can reduce the effects of these negative experiences."

Schrita Osborne in her Doctoral Thesis for *Walden University* published in the *International Journal of Applied Management and Technology* titled "Effective Employee Engagement in the Workplace"<sup>5</sup>, states, "...an effective organization does [not] use diversity just to have legitimacy with the customer base, but uses their diverse employee environment to increase cultural awareness and appreciation...understanding various cultures is not easy; leaders must create an environment where all employees feel appreciated and engaged...Leaders must cultivate a workplace culture in which every employee is valued for their unique contributions, as this bond invokes employees to achieve their highest potential."

## **Program activities - Goal 2**

Green River Cannabis Company will accomplish this goal by providing once annual sensitivity training for all employees that will include specific training for those in management roles.

All employees will be asked to fill out annual engagement surveys to elicit feedback on Green River Cannabis Company's work environment. Furthermore, employees will be encouraged to provide feedback in person, or through an anonymous suggestion box at any time. The

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<sup>2</sup> <https://www.hrdsummit.com/wp-content/uploads/sites/6/2017/02/Diversity-and-Inclusion-Best-Practice-in-Recruitment.pdf>

<sup>3</sup> <https://www.hult.edu/blog/promoting-diversity-in-workplace/>

<sup>4</sup> <https://www.frontiersin.org/articles/10.3389/fpsyg.2019.01305/full>

<sup>5</sup> Osborne, Schrita, "Employee Engagement and Organizational Profitability" (2016). *Walden Dissertations and Doctoral Studies*. 3194. <https://scholarworks.waldenu.edu/dissertations/3194>

suggestion box will be checked at least on a weekly basis by either the CEO, COO, or HR Manager.

All comments and feedback will be documented at the time of receipt, and reviewed by senior management staff. Annual engagement surveys will be reviewed within a month of administering them.

The senior management staff will identify the top 3 areas for improvement and together with Green River Cannabis Company employees, develop goals (short and long term) to address those areas where the need for improvement has been identified.

### **Metrics and Evaluation - Goal 2**

Green River Cannabis Company will gather and consider feedback from annual surveys, in-person interactions, and comments left in the suggestion box on an ongoing, rolling basis, with the goal of having at least 85% of our employees describe Green River Cannabis Company as a safe, accepting, and respectful work environment.

This review of feedback and engagement surveys will enable Green River Cannabis Company to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

**1. Environmental Policies and Procedures -**

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
  - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
  - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
  - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
  - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
  - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
  
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
  
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
  
- d. We will adhere to the following minimum energy efficiency and equipment standards;
  - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.



- ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## I.Application

### a.Basic Requirements for Applicants Other than Transporters & Delivery

1.Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

- Description of how the ME/MTC will monitor energy consumption and make adjustments to operations based on energy usage data;
- Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations, or expansions; and
- Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced.

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;

- Description of how the ME/MTC will make energy supply decisions and regularly evaluate renewable options;
- Procedures for identifying renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansions; and
- Procedures for identifying renewable or alternative energy opportunities when equipment fails and needs to be replaced.

3.Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and

- Description of how the ME/MTC will monitor energy demand and make adjustments to operations based on data; and
- Procedures for participation in load curtailment, energy storage, or other active demand management programs (as applicable).2

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

- Description of how the applicant will incorporate regular engagement with energy efficiency programs (account representative, vendors, etc.) to ensure awareness of new opportunities and incentives.

## II. Architectural Review

### a. Basic Requirements for Applicants Other than Transporter & Delivery

1. Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

- Information demonstrating actual consideration of energy reduction opportunities, including a list of energy reduction opportunities that were considered.

- Information about whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

- Summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). NOTE: submission of a Mass Save® or MLP audit report or rebate applications is sufficient to demonstrate compliance.

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;•Information should be submitted to demonstrate actual consideration of renewable energy generation opportunities, including a list of renewable or alternative energy reduction opportunities that were

considered.3•Information about whether opportunities are being implemented; will be implemented at a later date; or are not planned to be implemented. •A summary of information that was considered to make a decision (i.e. costs, available incentives, and bill savings).3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage);•Information should be submitted to demonstrate actual consideration of demand reduction

opportunities. •Information about whether opportunities are being implemented, will be implemented at a later date, or not planning to be implemented. •A summary of information that was considered to make a decision (i.e. costs, available incentives, and bill savings). NOTE:

submission of a Mass Save® or MLP audit report or rebate applications is sufficient to demonstrate compliance.4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. •Information should be submitted to demonstrate actual engagement with energy efficiency (Mass Save® or MLP)

programs and any financial incentives received. NOTE: submission of a Mass Save® or MLP audit report or rebate applications is sufficient to demonstrate compliance.

**b. Basic Requirements for Transporter & Delivery**

- Narrative describing the process the Transporter or Delivery operation used to select vehicles to be used in operations.
- If alternative fuel vehicles are not being used, detailed explanation of why other vehicle fuel sources were selected.
- A description of any other energy and water conservation strategies employed at the physical facility for the Transporter and Delivery operation (e.g. garage, dispatch) should also be included.

**c. Additional Requirements for Cultivation Facilities: Energy Compliance & Energy Compliance Exemption Letters**

**1. Who needs to sign the letter?**

For Indoor Marijuana Cultivators, Medical Marijuana Treatment Centers –the letter must be signed by a:

- Massachusetts Licensed Professional Engineer; or
- Massachusetts Licensed Registered Architect.

For Microbusinesses or Craft Marijuana Cooperatives with a cultivation location sized as Tier 1 or Tier 2, or such other Marijuana Cultivators meeting the requirements of 935 CMR 500.850 for a waiver: The letter must be signed by a:

- Massachusetts Licensed Professional Engineer;
- Massachusetts Licensed Registered Architect;
- Certified Energy Auditor certified by the Association of Energy Engineers; or
- Certified Energy Manager certified by the Association of Energy Engineers.

Please note: The HVAC & dehumidification systems portion of the letter must be separately completed and signed by a:

- Massachusetts Licensed Mechanical Engineer; or
- Professional Engineer with license that covers mechanical engineering.

**2. What needs to be in the letter?**

**Energy Compliance Letters or Energy Compliance Exemption Letters** must include, at a minimum, the information required below.

**Letter Demonstrating HLPD Compliance**

The letter must include the following information:

- ° Building Envelope Narrative confirming compliance with 935 CMR 500.120(11)(a) or 935 CMR 501.120(11)(a), as applicable; and
- The output from COMcheck™ software used to show building envelope compliance with State Building Code, 780 CMR.
- ° HLPD Lighting (you should select either HLPD or HQPL, not both)

If the applicant chooses the HLPD compliance path, the letter must include the calculations that show compliance with the HLPD requirements;

- 5 Narrative explanation of how the facility complies with 935 CMR 500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of horticultural lighting equipment, number, type and wattage of all HLE;
- ˆ Cutsheets for all HLE to be submitted as part of the Architectural Review;
- ˆ Detailed identification of the stamped plans showing the layout of all HLE, which means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants,

propagation, vegetation, flowering, and harvest), such plans must be available immediately upon inspection and two copies of the plans must be available for immediate surrender upon request; Detailed identification of the stamped plans showing the areas considered as HLSF, such plans must be available immediately upon inspection and two copies of the plans must be available for immediate surrender upon request;

Description of eye safety plan that includes the following:

- à Safety protocols related to eye safety for those exposed to horticultural lighting;
- à Communication plan for how eye safety protocols will be communicated to employees;
- à Description of how protective eyewear will be provided for anyone coming in to contact with active horticultural lights;
- à Description of signage that will be used to remind workers of eye safety; and
- à Affirmation that the safety protocols will be reviewed and updated by the Marijuana Cultivator or MTC on an annual basis.

6° HQPL Lighting (you should select either HLPD or HQPL, not both)

Narrative explanation of how the facility complies with 935 CMR 500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of horticultural lighting equipment, number, type and wattage of all HLE;

Cutsheets for all HLE to be submitted as part of the Architectural Review;

Description of eye safety plan that includes the following:

- à Safety protocols related to eye safety for those exposed to horticultural lighting;
- à Communication plan for how eye safety protocols will be communicated to employees;
- à Description of how protective eyewear will be provided for anyone coming in to contact with active horticultural lights;
- à Description of signage that will be used to remind workers of eye safety; and
- à Affirmation that the safety protocols will be reviewed and updated by the Marijuana Cultivator or MTC on an annual basis.

° HVAC & Dehumidification Systems

Certification from a MA Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code, and that HVAC and dehumidification equipment have been evaluated and sized for the loads of the facility;

Total of TR, thousands of BTUs per hour (MBH), and a listing of all HVAC equipment to be installed, supported by equipment data sheets;

Total of TD, and a listing of all dehumidification equipment to be installed, supported by equipment data sheets;

7 Details about energy recovery equipment installed as part of the ventilation system; and

A listing of all odor mitigation equipment to be installed, supported by equipment data sheets.

• Letter Demonstrating Compliance Exemption

° Eligible Technologies

Renewable Generation Unit as defined by 225 CMR 14:

- à Solar photovoltaic or solar thermal electric energy;
- à Wind energy;
- à Ocean thermal, wave or tidal energy;
- à Fuel cells using eligible RPS Class I renewable fuel;
- à Landfill methane gas;
- à Hydroelectric;
- à Low-emission, Advanced Biomass Power

Conversion Technologies using Eligible Biomass Fuel;àMarine or hydrokinetic energy; oràGeothermal energy. Renewable Thermal Generation Unit as defined by 225 CMR 16:àAir-Source Heat Pump;àGround Source Heat Pump;àDeep Geothermal Heat Exchange;àSolar Thermal;àWoody Biomass;àBiogas;àLiquid Biofuels; oràCompost Heat Exchange System.°Narrative Contents of Letter

Description of clean or renewable energy system, including an attestation that system meets eligibility requirements above. This requirement can be satisfied 8by providing an RPS or APS Statement of Qualification approved by the Department of Energy Resources. Energy usage calculations for the facility, supported by building plans, energy models, and energy model outputs, including inputs and outputs by end use;

Clean or renewable energy generation calculations for the facility, supported by building plans and energy models, including inputs and outputs by end use; and Written plan on how RECs or AECs will be generated and retired on at least an annual basis. Note that the option of retiring RECs and AECs is available only to demonstrate the portion of energy usage not generated for onsite use (maximum of 20% of total onsite energy usage). Description of eye safety plan that includes the following:àSafety protocols related to eye safety for those exposed to horticultural lighting;àCommunication plan for how eyesafety protocols will be communicated to employees;àDescription of how protective eyewear will be provided for anyone coming in to contact with active horticultural lights;àDescription of signage that will be used to remind workers of eye safety; andàAffirmation that the safety protocols will be reviewed and updated by the Marijuana Cultivator or MTC on an annual basis.°HVAC & Dehumidification Systems Certification from a MA Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code, and that HVAC and dehumidification equipment have been evaluated and sized for the loads of the facility;9

Total of TR, thousands of BTUs per hour (MBH), and a listing of all HVAC equipment to be installed, supported by equipmentdata sheets; Total of TD, and a listing of all dehumidification equipment to be installed, supported by equipment data sheets; Details about energy recovery equipment installed as part of the ventilation system; and A listing of all odor mitigation equipment to be installed, supported by equipment data sheets.d.Additional Requirements for Cultivation Facilities: Third-Party Safety Certification•Third-party safety certification for lighting products by an OSHA, NRTL, or SCC-recognized body, which shall certify that the products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

### III.Renewal

- Cannabis PowerScore
- Update Energy Compliance Letter or Energy Compliance Exemption Letter

## Maintenance of Financial Records Plan

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

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
  - 1.1.1.1. Assets and liabilities.
  - 1.1.1.2. Monetary transactions.
  - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
  - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
  - 1.4.1. General
    - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
    - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
    - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
    - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date,

Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

- 1.4.2. Inventory records include:
  - 1.4.2.1. Shipping manifests
  - 1.4.2.2. Delivery and unpacking video recordings
  - 1.4.2.3. Daily sales stock withdrawal and return reports
  - 1.4.2.4. Weekly inventory reports
  - 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
  - 1.4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
  - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Our company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
  - Sales and Purchase agreements



- Loan agreements
- Rental agreements
- Lease agreements
- Franchise agreements
- Sale and lease back agreements
- Trading agreements with suppliers
- Insurance policies
- Legal documentation

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

1.4.12. Other documents may include;

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

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

## **Personnel Policies and Background Checks**

**1. Introduction**

- 1.1. Changes in Policy
- 1.2. Employment-At-Will
- 1.3. Marijuana Establishment Agent

**2. Roles, Qualifications, Training, and Selection**

- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

**3. Employment Policies**

- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
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**4. Hours of Work and Payroll Practices**

- 4.1. Pay Periods and Paydays
- 4.2. Overtime
- 4.3. Rest and Meal Periods
- 4.4. Time Cards
- 4.5. Payroll Deductions
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**Standards of Conduct and Employee Performance**

- 4.7. Anti-Harassment and Discrimination
- 4.8. Prohibited Conduct
- 4.9. Complaint Procedure
- 4.10. Attendance
- 4.11. Discipline and Standards of Conduct.
- 4.12. Dress Code
- 4.13. Safety
- 4.14. Substance and Abuse
- 4.15. Workplace Searches.
- 4.16. Social Media Policy.
- 4.17. Cell Phone Policy

**5. Employee Benefits and Services**

- 5.1. General
- 5.2. Group Health Insurance
- 5.3. COBRA
- 5.4. Worker's Compensation.
- 5.5. Social Security Benefits (FICA)
- 5.6. Unemployment Insurance

**6. Employee Leaves of Absence and Time Off**

- 6.1. General
- 6.2. Sick Days
- 6.3. Holidays
- 6.4. Pregnancy-Disability Leave
- 6.5. Workers' Compensation Leave
- 6.6. Voting Time

# 1. Introduction

## 1.1. The Employee Handbook

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

## 1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by High Five. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

## 1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **1.4. Marijuana Establishment Agent - Background Checks**

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
  - 1.4.3.1. be 21 years of age or older;
  - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
  - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

## 2. Roles, Qualifications, and, Training

### 2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

- Edibles
- Extracts
- Pre-rolls
- Tinctures
- Beverages
- Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

- Extraction
- Weighing
- Measuring
- Filling cones
- Freezing
- Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

## 2.2. Employee Training and Selection

2.2.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

## 3. Employment Policies

### 3.1. Employee Classifications

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



- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
  - 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
  - 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
  - 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
  - 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
  - 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
  - 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

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

### **3.3. Diversity Plan**

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

### **3.4. Confidentiality.**

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **3.5. Employment of Relatives**

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

### **3.6. Introductory Period**

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

### **3.7. Personnel Records and Employee References**

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

### **3.8. Privacy**

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **3.9. Immigration Law Compliance**

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

### **3.10. Religious Accommodation**

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

### **3.11. Political Neutrality**

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **4. Hours of Work and Payroll Practices**

### **4.1. Pay Periods and Paydays**

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

### **4.2. Overtime**

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

### **4.3. Rest and Meal Periods**

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

### **4.4. Time Cards**

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

### **4.5. Payroll Deductions**

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

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

#### **4.6. Wage Garnishment**

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **5. Standards of Conduct and Employee Performance**

### **5.1. Anti-Harassment and Discrimination**

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

### **5.2. Prohibited Conduct**

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
  - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

### **5.3. Complaint Procedure**

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### **5.4. Attendance**

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

### **5.5. Discipline and Standards of Conduct**

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
  - 5.5.2.1. Dishonesty;
  - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor jay be subject to immediate dismissal.
  - 5.5.2.3. Falsification of Company records;

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

**5.6. Dress Code**

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

**5.7. Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

**5.8. Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed



amounts. It also includes any substance a person holds out to another as an illegal drug.

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

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

## **5.9. Workplace Searches**

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

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

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

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

## **5.10. Social Media Policy**

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

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

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

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

#### 5.11. **Cell Phone Policy**

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## 6. **Employee Benefits and Services**

### 6.1. **General**

- 6.1.1. Aside from those benefits required by state and federal regulations, High Five. also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

### 6.2. **COBRA**

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

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

### **6.3. Worker's Compensation**

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. High Five. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

### **6.4. Social Security Benefits (FICA)**

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

### **6.5. Unemployment Insurance**

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

## **7. Employee Leaves of Absence and Time Off**

### **7.1. General**

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

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **7.2. Sick Days**

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

## **7.3. Pregnancy-Disability Leave**

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

#### **7.4. Workers' Compensation Leave**

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

#### **7.5. Voting Time**

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

### IMPORTANT NOTE

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

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

As a licensed retail establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

**NO** customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

**There are NO EXCEPTIONS, and NO EXCUSES to this rule.**

#### 1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.8. All access to cannabis products will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

# 1. Detailed Description of Qualification and Intended Trainings for Agents

## 1.1. Store Job Classifications and Requirements:

- 1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.
  - 1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.
  - 1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.
  - 1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.
- 1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offer advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

## 1.2. Employee Training and Selection

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

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

- 1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:
  - 1.3.1. Retails Sales
  - 1.3.2. Packaging labeling and inventory
  - 1.3.3. Sanitation and maintenance of the facility
  - 1.3.4. Security of the facility and deliveries
  - 1.3.5. Standard business and management roles such as, account management, administration, etc.



## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must 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 by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
  - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
  - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
  - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
  - Each of the three parties should submit a report on the incident to the Commission.
  - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
  - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
    - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

**1.1.2. Outgoing marijuana inventory**

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
  - Stock is efficiently rotated to ensure that older product is sold before newer product.
  - All stock is appropriately stored to prevent spoiling and damage to the product.

**1.1.3. Hygiene**

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

## **1.1. Record keeping procedures**

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

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

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

1.1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

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

1.1.1.1.5. Any material changes will be communicated to the Commission

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

### **1.1.2. Inventory records include:**

Shipping and delivery manifests

Delivery and shipping video recordings

Daily production stock withdrawal and return reports

Weekly inventory reports

Product return reports

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

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

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

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

- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

#### **1.1.4. Personnel policies and procedures**

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

#### **1.1.5. Security Device Log**

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
  - 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
  - 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
  - 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
  - 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- 1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.