



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

**License Number:** MR283094  
**Original Issued Date:** 09/30/2021  
**Issued Date:** 11/14/2024  
**Expiration Date:** 12/11/2025

## 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:** 150 Hartford Ave      **Business Address 2:** Unit C

**Business City:** Hopedale      **Business State:** MA      **Business Zip Code:** 01747

**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:** 100      **Percentage Of Control:** 100

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

**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**

No records found

**CAPITAL RESOURCES - INDIVIDUALS**

**Individual Contributing Capital 1**

First Name: Constant

Last Name: Poholek

Suffix: JR

Types of Capital: Monetary/Equity,  
Debt

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$150000

Percentage of Initial Capital:  
40

Capital Attestation: Yes

**Individual Contributing Capital 2**

First Name: Angela

Last Name:  
Consigli

Suffix:

Types of Capital: Buildings, Land, Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$250000

Percentage of Initial Capital:  
60

Capital Attestation: Yes

**CAPITAL RESOURCES - ENTITIES**

No records found

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**

No records found

**DISCLOSURE OF INDIVIDUAL INTERESTS**

**Individual 1**

First Name: Constant

Last Name: Poholek

Suffix: Jr

Marijuana Establishment Name: Green River Cannabis Company Inc.

Business Type: Marijuana Retailer

Marijuana Establishment City: Greenfield

Marijuana Establishment State: MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

Establishment Address 1: 150 Hartford Ave

Establishment Address 2: Unit C

Establishment City: Hopedale

Establishment Zip Code: 01747

Approximate square footage of the establishment: 1000

How many abutters does this property have?: 15

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

**HOST COMMUNITY INFORMATION**

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	20240730_Community Outreach Meeting Attestation Form.pdf	pdf	66a86c3d4e46b700091a87e4	07/30/2024

Executed HCA	Host Agreement Certification Form.pdf	pdf	66a86d424e46b700091a881d	07/30/2024
Community Outreach Meeting Documentation	Attachments.pdf	pdf	66a86f384e46b700091a88d5	07/30/2024
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	66a871db63faa9000901c084	07/30/2024
Executed HCA	HCA EXECUTED 9-23-24.pdf	pdf	66fae4d5e3da310009dabcf7	09/30/2024

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.: \$

### POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	6040687979e02335ddb601b5	03/03/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

**Role:** **Other Role:**  
**First Name:** constant **Last Name:** poholek **Suffix:** Jr.  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	5f94782a57d9d707ee4d590c	10/24/2020
Bylaws	Bylaws.pdf	pdf	5f94783f75aac308359aa2f4	10/24/2020
Department of Revenue - Certificate of Good standing	20201118_CERTIFICATE OF GOOD STANDING AND_OR TAX COMPLIANCE.pdf	pdf	5fb4b07f75aac308359aea4b	11/18/2020
Secretary of Commonwealth - Certificate of Good Standing	Letter of Good Standing SOS.pdf	pdf	5fb4b0a6a75869080486dae5	11/18/2020
Department of Revenue - Certificate of Good standing	Unemployment Ins let.pdf	pdf	5fb5d6c257d9d707ee4da429	11/18/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Good Standing.pdf	pdf	66a8644b4e46b700091a84e3	07/29/2024
Secretary of Commonwealth - Certificate of Good	Sec of State.pdf	pdf	66a8646063faa9000901bce0	07/29/2024

## Standing

Department of Unemployment Assistance - Certificate of Good standing	UI Letter of Good Standing.pdf	pdf	66a864734e46b700091a8507	07/29/2024
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Massachusetts Business Identification Number: 001364359

Doing-Business-As Name:

DBA Registration City:

## BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Hopedale.pdf	pdf	64e823a4832c6e000831cf7b	08/24/2023
Proposed Timeline	20240730_Green River Cannabis Company Inc. Proposed Timeline.pdf	pdf	66a86ac64e46b700091a8768	07/30/2024
Plan for Liability Insurance	Insurance Docs.pdf	pdf	66a9293f4e46b700091b62a6	07/30/2024

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	5f94809ddf85ec07dfb862fe	10/24/2020
Personnel policies including background checks	Personal Procedures.pdf	pdf	5f9480a957d9d707ee4d591e	10/24/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana.pdf	pdf	5f9480b675aac308359aa304	10/24/2020
Restricting Access to age 21 and older	Plan to Restrict Access to 21.pdf	pdf	5f9480d03bf49c082a42379d	10/24/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f9480eb5b823307b79b3f93	10/24/2020
Qualifications and training	Qualification and Training.pdf	pdf	5f9480fadfcf9f07cd9420e3	10/24/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5f94810c08242707d4a74ed1	10/24/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5f948124df85ec07dfb86302	10/24/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5f9481d375aac308359aa308	10/24/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5f9481e6a758690804869353	10/24/2020
Dispensing procedures	Dispensing Procedures - GRCC Hopedale - 022020.pdf	pdf	5fa2da2a708362084028566f	11/04/2020
Inventory procedures	Inventory Procedures - GRCC Hopedale - 022020.pdf	pdf	5fa2da2adfcf9f07cd944098	11/04/2020
Security plan	Security Plan - GRCC Hopedale - 022020.pdf	pdf	5fa2da2c0daeb60847fab4d9	11/04/2020
Energy Compliance Plan	Energy Compliance.pdf	pdf	600998f09aa497082efbc52e	01/21/2021
Diversity plan	DIVERSITY PLAN.pdf	pdf	604068f2efe1e0359b95ad77	03/03/2021



### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

#### Notification:

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

### COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

#### Progress or Success Goal 1

#### Description of Progress or Success: Progress:

Green River Cannabis Company attests that no progress has been made to on the Positive Impact Plan to develop a program for areas of disproportionate income as identified by the Commonwealth of Massachusetts areas of disproportionate impact.

#### Measurements:

As a result of Green River being unable to attain Zoning Approval by the Town of Hopedale MA such that Green River Cannabis Company Inc. would have an address to conduct business in the Town. Green River was unable to achieve the results set out in the original goals.

#### Goal 1:

Green River Cannabis Company Goals are to further the Positive Impact plan regarding education and jobs within the community upon receipt of final license and address change by the Cannabis Control Commission.

#### Progress or Success Goal 2

#### Description of Progress or Success: Progress:

Green River Cannabis Company attest's to that no progress has been made to develop a program for people from areas of disproportionate

income as identified by the Commonwealth of Massachusetts areas of disproportionate impact guidelines.

**Measurements:**

As a result, Green River was unable to attain Zoning Approval by the Town of Hopedale MA Zoning Board in order for Green River Cannabis Company Inc. to have a physical address location to conduct business in the Town. Green River would have been able to attain their goals if approvals were granted and the retail store was operational.

**Goal 2:**

Green River Cannabis Company Goals intends to further the Positive Impact plan upon receipt of a final license, and address change approval by the Cannabis Control Commission.

**COMPLIANCE WITH DIVERSITY PLAN**

**Diversity Progress or Success 1**

**Description of Progress or Success:** Progress:

Green River Cannabis Company has been unable to comply with the Diversity Plan as the Town of Hopedale MA failed to grant a special permit numerous times for Green River to operate a retail store and was denied at various locations by the Zoning Board in the Town. A Final Approved location of 150 Hartford Avenue Unit C Hopedale MA was approved by the Town on June 28, 2023. A Change of Address was approved and granted by the Cannabis Control Commission on December 28, 2023. Green River has since submitted Architectural plans that were approved on March 4, 2024. Presently the retail store is under construction and awaiting approval and inspection from the Hopedale building department and the Cannabis Control Commission. As a result of this Green River Cannabis Company was unable to hire a diverse workforce because of the timeline of approvals and the commence operations date to operate the retail cannabis store in the Town of Hopedale.

Metrics Attestation: No substantial progress has been made on the Diversity Plan.

Goals: Green River Cannabis Company intends to achieve the goals as stated in the Diversity Plan once retail store is built out and the final license is approved to commence operations by the Cannabis Control Commission.

**HOURS OF OPERATION**

<b>Monday From:</b> 9:00 AM	<b>Monday To:</b> 10:00 PM
<b>Tuesday From:</b> 9:00 AM	<b>Tuesday To:</b> 10:00 PM
<b>Wednesday From:</b> 9:00 AM	<b>Wednesday To:</b> 10:00 PM
<b>Thursday From:</b> 9:00 AM	<b>Thursday To:</b> 10:00 PM
<b>Friday From:</b> 9:00 AM	<b>Friday To:</b> 10:00 PM
<b>Saturday From:</b> 9:00 AM	<b>Saturday To:</b> 10:00 PM
<b>Sunday From:</b> 10:00 AM	<b>Sunday To:</b> 8:00 PM

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): March 21,2023
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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

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

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



Name of applicant:

Green River Cannabis Company Inc.

Name of applicant's authorized representative:

Constant S. Poholek Jr.

Signature of applicant's authorized representative:

*Constant S. Poholek Jr.*



# ATTACHMENT A





# ATTACHMENT B



" Attachment B "

Full Service Law Firm  
R.I. MA: Fed. Bar  
Email:  
[constantpoholek@gmail.com](mailto:constantpoholek@gmail.com)

**CONSTANT S. POHOLEK, JR.**  
**LAW ASSOCIATES**  
(508) 761-0761  
fax (508) 915-4682

Offices  
596 Newport Ave.  
Pawtucket, R.I. 02861  
  
30 Washington St.  
Attleboro, MA 02703

Town Clerk  
Town of Hopedale  
PO Box 7  
78 Hopedale Street  
Hopedale, MA 01747

RECEIVED HOPEDALE TOWN CLERK  
MAR 6 2023 PM 3:18

March 6, 2023

Dear 150 Hartford Avenue Neighbors:

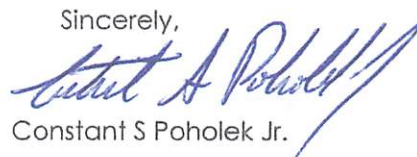
Green River Cannabis Company Inc. desires to open an Adult Retail Marijuana Establishment located at 150 Hartford Avenue, Unit C Hopedale, MA 02703 You are receiving notice because you are a direct or indirect abutter located within 300 feet of the proposed establishment.

We would like to invite you to a Community Outreach Meeting to be held on March 21, 2023, at 7:00 p.m. to be held virtually via zoom. A copy of the Notice is attached.

Meeting ID: 814 6385 3510  
Passcode: 450934

The purpose of the meeting will be to discuss and show our preliminary plans for the retail store; a question and answer session and to get your input as we move forward with the licensing and permitting process before the Town of Hopedale.

If you know other neighbors who might be interested, please invite them also to attend.

Sincerely,  
  
Constant S Poholek Jr.

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN  
ADULT-USE MARIJUANA COURIER DELIVERY ESTABLISHMENT

GREEN RIVER CANNABIS COMPANY INC.  
30 WASHINGTON STREET, ATTLEBORO, MASSACHUSETTS 02703

Notice is hereby given that Green River Cannabis Company, Inc. Of 30 Washington Street, Attleboro, Massachusetts 0273 will conduct a Virtual Community Outreach Meeting on the following matter on March 21, 2023, at 7:00 pm via Zoom. Green River Cannabis Company Inc. will be applying for an Adult-Use Marijuana Retail Establishment License, to be located at 150 Hartford Avenue, Unit C. Hopedale, Massachusetts 01747.

Information presented at-the community outreach meeting with include, but not-be-limited to:

1. The type of adult-use Marijuana Establishment to be located at the proposed address.
2. Information adequate to demonstrate that the proposed Adult-use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-use 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.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [info@greenrivercannabiscompany.com](mailto:info@greenrivercannabiscompany.com) to be asked during the meeting. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by visiting [greenrivercannabiscompany.com/hopedalecommunityoutreach](http://greenrivercannabiscompany.com/hopedalecommunityoutreach).


Virtual Community Outreach Meeting can be accessed at:

Join Zoom Meeting:

[https://zoom.us02web.zoom.us/j/8146385310?pwd=bEZadmin9xR0hzNzYvS0owVVp1Sn\\_d4Zz09](https://zoom.us02web.zoom.us/j/8146385310?pwd=bEZadmin9xR0hzNzYvS0owVVp1Sn_d4Zz09). Meeting ID: 814 6385 3510

Passcode: 450934

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, all located at the Hopedale Town Hall, 78 Hopedale Street, Hopedale, MA 01747, and copy of this Notice was mailed 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.

  
Constant S Poholek Jr.  
Green River Cannabis Company Inc.

RECEIVED HOPEDALE TOWN CLERK  
MAR 6 2023 PM 3:19

# ATTACHMENT C

" Attachment C "

Full Service Law Firm  
R.I. MA: Fed. Bar  
Email:  
[constantpoholek@gmail.com](mailto:constantpoholek@gmail.com)

CONSTANT S. POHOLEK, JR.  
LAW ASSOCIATES  
(508) 761-0761  
fax (508) 915-4682

Offices  
596 Newport Ave.  
Pawtucket, R.I. 02861  
  
30 Washington St.  
Attleboro, MA 02703

1 Charlesview Road  
Hopedale, MA 01747

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March 6, 2023

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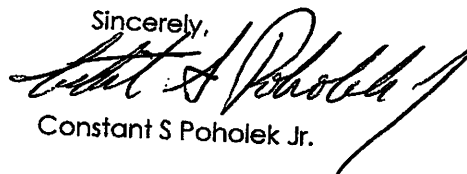
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Passcode: 450934

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Constant S Poholek Jr.

Green River Cannabis Company Inc.

**Green River Cannabis Company Inc. (hereinafter GRCC Plan to Remain Compliant with Local Zoning)**

GRCC attests that it will through its operation of a Retail Adult Use Cannabis establishment in the Town of Hopedale MA will follow and remain compliant with all local zoning requirements under the Hopedale Zoning Bylaws:

Article 11.3 and 12.12 of the Hopedale Zoning Bylaws to operate as a marijuana retailer at the above address.

GRCC has been granted a Host Agreement by the Town of Hopedale. GRCC plans to follow the use regulations for the permitted use at the 150 Hartford Avenue location, performance standards for security, fire, police and parking, loading, signs, etc.

As all Marijuana Establishments require a Special Permit as granted GRCC will ensure compliance with all local and state laws.

GRCC will communicate with the Town officials on a regular basis to remain updated and compliant with any changes or additions to local zoning bylaws and Town regulations.

Town Administrator  
Town of Hopedale  
28 Hopedale Street  
P.O. Box 7  
Hopedale, MA 01747

September 6, 2023

**Community Impact Fees**

Dear Town Administrator:

Green River Cannabis Company a provisional licensed marijuana dispensary located at 54 Mellon Street, Hopedale, MA and presently is applying for the annual license renewal.

In order for the facility to renew the license we are required by the Cannabis Control Commission to request a letter from the City of Greenfield in accordance with M.G.L. c. 94G, Section 3(d), a record of any costs to reasonably related to the Town imposed by the operation of our marijuana establishment. Such costs shall be documented and considered a public record as defined in M.G. L. c. 7 Section 26, cl.26.

I would appreciate it if you could forward a letter to the Cannabis Control Commission with a copy to us regarding this.

Thank you.

Sincerely,

  
Constant S. Poholek Jr.



## TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200  
[www.hopedale-ma.gov](http://www.hopedale-ma.gov)

### Select Board

Glenda A. Hazard, Chair  
Bernard J. Stock  
Scott M. Savage

### Town Administrator

Mitchell Ruscitti

September 11, 2023

[Commission@CCCMass.Com](mailto:Commission@CCCMass.Com)

To Whom it May Concern:

Please note that, to date, the Town of Hopedale has not incurred any costs related to the operation of Green River Cannabis Company, located at 54 Mellen Street in Hopedale.

We understand that this information is required as part of Green River's application for annual license renewal.

Sincerely,

Mitch Ruscitti,  
Town Administrator

Copy to: Constant Poholek Jr.



## Green River Cannabis Company, Inc.

### PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

#### Introduction:

Green River Cannabis Company, Inc. (“Green River”) is committed to develop programs that will positively impact areas of disproportionate impact. Green River has identified, and established several goals and programs as outlined below which will positively impact residents of the City of Taunton, which the Commission has identified as an area of disproportionate impact.

#### Goals:

Green River has established the following goals to positively impact the residents of Taunton:

- Providing employment opportunities for qualified residents of Taunton with a goal of hiring at least 5% of staff from past and/or current residents of Taunton.
- Promote inclusion of residents of Taunton in the legal cannabis industry who have been negatively harmed by cannabis prohibition by assisting with expunging their criminal records.
- Provide mentoring, professional and technical education for individuals in Taunton, facing systemic barriers, by hosting quarterly educational seminars.

#### Programs:

Several programs have been developed by Green River, to achieve the goals established above and to positively impact the City of Taunton, an identified area of disproportionate impact. These programs include the following:

- Provide hiring preference for open job postings to qualified candidates that are past or current residents of Taunton.
- In an effort to attract residents of Taunton, available employment positions will be advertised in publications specific to the City of Taunton, including the Taunton Daily Gazette. Job openings will also be posted at local community groups, and on social media. Advertisement of open positions will be on an as-needed basis but no less than annually.
- Green River will participate in at least one career fair annually in Taunton.
- During the career fair, Green River will have a lawyer present to advise Taunton residents who have been negatively harmed by cannabis prohibition to have their criminal record expunged of such offenses.
- Green River will host educational seminars on a quarterly basis to positively impact the residents of Taunton. Topics for the seminars will include marijuana retail and sales practices, product knowledge logistics of raising capital, legal guidelines, review of local zoning laws, use of payroll and accounting procedures.

## Measurements

Green River has developed the following measurable outcomes to evaluate the effectiveness of the aforementioned and goals and programs to positively impact the residents of the City of Taunton. Such measurable outcomes are described below:

- Collecting data pertaining to the number of qualified past and/or present residents of Taunton interviewed and hired as employees.
- Collecting data pertaining the number of job postings that were placed in publications with general circulation in Taunton. Records of all job postings that Green River publishes shall be documented including a copy of the advertisement and the date it was published.
- Collecting data pertaining of the number of career fairs that Green River participates in Taunton.
- Collecting data pertaining to the number of people that consult with Green River's attorney at a job fair in Taunton, to advise how to have their criminal records expunged.
- Documentation of training events including topics presented, number of participants, and number of Taunton residents. Additionally, participants will be asked to complete a survey to provide feedback about the seminars.

Collection of Data: Green River will collect all data described in this section in a spreadsheet which will be available to be reviewed at any time.

Evaluation of Program: Green River will institute the following process to evaluate and measure the progress towards the established goals.

- The measurable outcomes defined above, will be evaluated at least twice per year to ensure that Green River is successfully meeting its goals.
- Green River will review their human resources files to determine the number of past and/or current residents of Taunton who were hired for a period of at least six months.

## Acknowledgements

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



**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

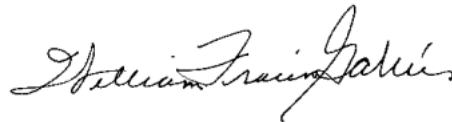
**Signed this 25 Day of January, 2019 at 10:19:01 AM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity 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 that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**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.

(f



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, arbitative, 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.

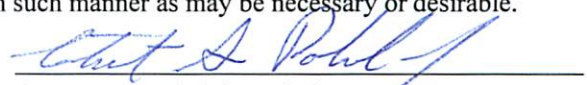
VOTED: That the number of directors for purposes of incorporation be fixed at two unless otherwise voted upon otherwise, and that the following directors and officers be, and they hereby are, elected to serve in accordance with law and the bylaws:

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*



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

mass.gov/dor

Letter ID: L1106280768  
Notice Date: November 9, 2020  
Case ID: 0-000-833-582



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

000118

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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: November 13, 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: 20110683070

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

Processed by: mso

Green River Cannabis Company  
30 WASHINGTON STREET  
ATTLEBORO, MA 02703  
401-640-2552  
[CONSTANT424@GMAIL.COM](mailto:CONSTANT424@GMAIL.COM)

Cannabis Control Commission  
2 Washington Square  
Worcester, MA 01604

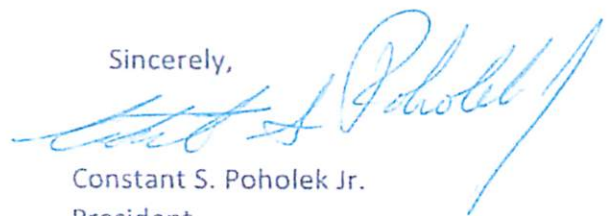
June 5, 2020

Dear Cannabis Control Commission:

This letter is to certify and attest to that at present time the Green River Cannabis Company Inc. is unable to obtain a Certificate of Good Standing from the Department of Unemployment Assistance as the Company cannot register with the department until hiring employees.

If you have any questions, please feel free to contact me at the above number.

Sincerely,



Constant S. Poholek Jr.  
President

Green River Cannabis Company, Inc.

## 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 1000 square feet in size and employ 1 Manager, 3 full time and 3 part time staff members. Inventory will include smokable marijuana products, vape products, edibles, topicals and concentrates.

We expect to serve a minimum of 50 customers per day/location with an average spending of \$60.00 This equates to average daily sales of \$3,000.00 per day. Management projects this number to be approximately \$1,095.00.00 with sales revenues exceeding \$1,500.00.00 by 2024.

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 of 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 \$3M annually by 2025.

Green River Cannabis Company Inc. opened its first location in Greenfield, Massachusetts in the early Spring of 2023. A Second Location in Hopedale, MA in which Retail Cannabis sales will start upon final license approval from the Cannabis Control Commission and the Town of Hopedale, with an expected opening in Fall of 2023. 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, with Corporate Offices in Attleboro, Massachusetts annual sales are projected to top \$3M within 3 years of all final license approvals to commence operations.

## The Dispensary

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

The location will be 1000 sq. feet in size. High end sound systems, 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 \$ 103,420 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,

## 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 with 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, pre-rolls and tinctures and wide assortment of Marijuana products as allowed by the Massachusetts Cannabis Control Commission.

## Projected Revenue

Revenue Projections are expected to generate an estimated \$1.0 million in annual sales. This is based on the following assumptions:

- 50 Customers per day times with an average sale of \$ 60.00 per customer
- \$3,000.00 average daily sales
- 8 hours of operation per day x 7 days \$ 21,000.00 per week
- \$ 1,083.600.00 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 \$ 1,083.600.00 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.

---

## 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 in January 2019. The Company will establish and maintain a head office location in our flagship dispensary in Greenfield, Massachusetts with Corporate Office 30 Washington Street, Attleboro, MA 02703 a second location in Hopedale, MA

### 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.

Legal & Accounting  
Accountants – Steve Hocheiser CPA  
200 Friberg Parkway, Suite 4006  
Westborough, MA 01581

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

Ryan C. Poholek will serve as Director of Operations of Green River Cannabis Company Inc., Ryan 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 of 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 it products form wholesaler to retailer.



2030 Memorial Dr  
Chicopee, MA 01020  
413-536-1491

07/30/2024

The Commonwealth of Massachusetts  
Cannabis Control Commission  
Union Station, 2 Washington Square  
Worcester, MA 01064

RE: Green River Cannabis Co, Inc.  
Location: 150 Hartford Ave, Unit C, Hopedale, MA

To Whom It May Concern;

The above applicant has approached our agency to obtain at least, the required minimum limits of insurance required under 935 CMR 500.00.

It is my personal statement that I will or have applied to the available markets for the below listed limits:

**General Liability: Premises**

\$1,000,000 per occurrence limit  
\$2,000,000 aggregate limit  
\$100,000 damage to premise  
\$5,000 medical payments

**General Liability: Products and Completed Operations**

\$1,000,000 per occurrence limit  
\$2,000,000 aggregate limit

The deductible for the policy will be no higher than \$5,000 per occurrence.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read 'Bruce Piquette', with a long, sweeping horizontal line extending to the right.

Bruce Piquette  
President  
Metras Insurance Agency, Inc.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Metras Insurance Agency 2030 Memorial Drive Chicopee, MA 01020	<b>CONTACT NAME:</b> Bruce Piquette <b>PHONE (A/C, No, Ext):</b> 413-536-1491 <b>E-MAIL ADDRESS:</b> bpiquette@metrasinsurance.com	<b>FAX (A/C, No):</b> 413-532-8522
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Green River Cannabis Co., Inc Green River Management Co., Inc 398 Deerfield Street Greenfield, MA 01301	<b>INSURER A:</b> Kinsale Insurance Co <b>NAIC #</b> 38920	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01001995031	07/22/24	07/22/25	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						<b>DED PER CLAIM</b>	\$ 2,500	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$	
	DED	RETENTION \$						\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Leased location:**

150 Hartford Avenue, Unit C  
 Hopedale, MA 01747

Hartford Ave Properties, LLC is included as an additional insured as required by written contract

**CERTIFICATE HOLDER****CANCELLATION**

Hartford Ave Properties, LLC  
 P O Box 444  
 Mendon, MA 01756

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BRUCE PIQUETTE

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## **1.1. Maintenance of Financial Records Plan**

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Green River Cannabis 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 retail store is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
  - 1.4.1. General
    - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
    - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
    - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
    - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to

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

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

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.

- 1. Introduction**
  - 1.1. Changes in Policy**
  - 1.2. Employment-At-Will**
  - 1.3. Marijuana Establishment Agent**
  
- 2. Retail Store Roles, Qualifications, Training, and Selection**
  - 2.1. Store Job Classifications and Requirements:**
  - 2.2. Employee Training and Selection**
  - 2.3. Staffing Plan**
  
- 3. Employment Policies**
  - 3.1. Employee Classifications**
  - 3.2. Equal Employment Opportunity & American with Disabilities Act.**
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**1. Introduction**

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

## 1.2. **Changes in Policy**

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

## 1.3. **Employment-At-Will**

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

member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

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

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



- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

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

### 2.1. Store Job Classifications and Requirements:

- 2.1.1. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which product to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 2.1.3. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

### 2.2. Employee Training and Selection

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

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

### **2.3. Staffing Plan**

2.3.1. 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:

- Sales associates
- Packaging labeling and inventory
- Sanitation and maintenance of the facility
- Security of the facility and deliveries
- Standard business and management roles such as, account management, administration, etc.

### 3. Employment Policies

#### 3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy]. Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent

contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

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

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

- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **3.3. Diversity Plan**

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

- Minorities;
- Women;
- Veterans;
- People with disabilities; and
- People of all gender identities and sexual orientations.

#### **3.3.2. Goals**

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

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

#### **3.3.3. Programs**

The following programs will help effectuate the above goals:

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

#### **3.3.4. Measurement**

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

- Have five employment positions been created since initial licensure?

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

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

**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. Healthcare enrollment information is 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:
- 5.2.2. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
- 5.2.3. 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.
- 5.2.4. 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.
- 5.2.5. 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. Any agent who has 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 shall be subject to immediate dismissal.
- 5.5.3. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:

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

**5.6. Dress Code**

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

**5.7. Safety**

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

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

**5.8. Substance and Abuse**

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

- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
- 5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
- 5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

## **5.9. Workplace Searches.**

- 5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.
- 5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.
- 5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.
- 5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.



**5.10. Social Media Policy.**

- 5.10.1. Alexsofia, LLC. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

**5.11. Cell Phone Policy**

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

phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

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

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

### **6.1. General**

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

### **6.2. Group Health Insurance**

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

### **6.3. COBRA**

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

### **6.4. Worker's Compensation.**

- 6.4.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.4.2. Alexsofia, LLC. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.4.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.

- 6.4.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.4.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

**6.5. Social Security Benefits (FICA)**

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

**6.6. Unemployment Insurance**

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

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

### **7.1. General**

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.
- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a period of leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

### **7.2. Sick Days**

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

### **7.3. Holidays**

- 7.3.1. Alexsofia, LLC. observes the following paid holidays:
- New Year's Day
  - Memorial Day
  - Independence Day

- Labor Day
- Thanksgiving Day
- Christmas Day

- 7.3.2. The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.
- 7.3.3. Regular part-time employees will be paid on a pro-rata basis.
- 7.3.4. If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

#### **7.4. Pregnancy-Disability Leave**

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

#### **7.5. Workers' Compensation Leave**

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

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

**7.6. Voting Time**

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

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

**Employee:** \_\_\_\_\_

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Manager name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Employer name



# 1. Sales

## 1.1. Retail sale of cannabis

### IMPORTANT NOTE

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

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

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

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

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

- 1.1.1.1. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our retail premises without first producing a valid, state or federal, photo ID.
- 1.1.1.2. Valid ID must be presented to the responsible member of staff at the entrance to the retail store and at the Point of Sale for data-entry purposes.
- 1.1.1.3. No person under 21 years of age may be employed at the premises.
- 1.1.1.4. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.1.1.5. While a person of legal age is welcome to accompany a customer into the store, loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances.

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

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

### 1.1. Store Job Classifications and Requirements:

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

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
  - 1.1.2.1. Assets and liabilities;
  - 1.1.2.2. Monetary transactions
  - 1.1.2.3. Books of accounts;
  - 1.1.2.4. Sales records; and
  - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The store manager has copies of the company operating procedures.
  - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
  - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
  - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.
  - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
  - 1.1.4.1.5. Any material changes will be communicated to the Commission
  - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
  - Shipping manifests
  - Delivery and unpacking video recordings
  - Daily sales stock withdrawal and return reports
  - Weekly inventory reports
  - Product return reports
  - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
  - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
  - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.4. Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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**1.1.6. Personnel records:**

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.6.4.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - 1.1.6.4.4. documentation of periodic performance evaluations;
  - 1.1.6.4.5. a record of any disciplinary action taken.
  - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

**1.1.7. Personnel policies and procedures**

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

**1.1.8. Security Device Log**

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.



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

# 1. Quality Control and Testing

## 1.1. Incoming marijuana inventory

- 1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2. 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:
  - 1.1.2.1. Well cured and generally free of seeds and stems;
  - 1.1.2.2. Free of dirt, sand, debris, and other foreign matter;
  - 1.1.2.3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - 1.1.2.4. Prepared and handled on food-grade stainless steel tables; and
  - 1.1.2.5. Packaged in a secure area.
- 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.
  - 1.1.3.1. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
  - 1.1.3.2. 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.
  - 1.1.3.3. 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).
  - 1.1.3.4. Each of the three parties should submit a report on the incident to the Commission.
  - 1.1.3.5. 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.
  - 1.1.3.6. Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
    - 1.1.3.6.1. Stock is efficiently rotated to ensure that older product is used before newer product.
    - 1.1.3.6.2. All stock is appropriately stored to prevent spoiling and damage to the product.

## 1.2. Outgoing marijuana inventory

- 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

- 1.2.2. 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.
- 1.2.3. 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.
- 1.2.4. 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.
- 1.2.5. 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.
- 1.2.6. 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).
- 1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 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.
- 1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
  - 1.2.9.1. Stock is efficiently rotated to ensure that older product is sold before newer product.
  - 1.2.9.2. All stock is appropriately stored to prevent spoiling and damage to the product.

### **1.3. Hygiene**

- 1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - 1.3.2.1. Maintaining adequate personal cleanliness; and
  - 1.3.2.2. Washing hands appropriately.
- 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.
- 1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.3.5. 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.
- 1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

- 1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.3.9. Water supply shall be sufficient for necessary operations.
- 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.
- 1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

## **Energy and Environment Compliance Plan Green River Cannabis Company, Inc.**

Consistent with 935 CMR 500.120 (11), Green River Cannabis Company Inc. (hereinafter the Company) will satisfy minimum energy efficiency, and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control if applicable*. The Company will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c.55 Sec. 78(b), or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) 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, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019.

To meet these objectives, the Company shall, at a minimum, include the following in our Energy and Conservation plan:

- 1) Identify potential energy use reduction opportunities such as natural light and energy efficiency measures and a plan for implementation 935 CMR 500.105(15)**
  - a) Lighting is a major energy user in retail and back-office spaces. To reduce energy use, energy efficient lighting such as LED lightbulbs and fixtures will be installed throughout the facility.
  - b) Heating and Air Conditioning are also large sources of energy use. To reduce energy use, high efficiency heating and cooling systems will be installed to replace the existing heating and cooling system in the facility. Mini Split HVAC systems which are highly efficient will predominately provide peak operating efficiency. Additional insulation where needed will be installed. Energy efficient doors and windows will be installed to replace older doors and windows. Programmable thermostats will be installed to further reduce energy use in the retail and back-office space. Energy Star appliances will be installed where needed.
  - c) Further measures to reduce energy include educating employees and establishing strict guidelines for reducing energy demand by turning off lighting and lowering room temperatures when not occupied and during off peak demand hours. Such measures will be constantly evaluated on a daily basis.
  - d) Energy consumption will be monitored by using the ENERGY STAR Portfolio Manager®, (<https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager?s=mega>) . The Portfolio Manager is an online tool where energy and water consumption can be tracked by setting a baseline and then identifying which areas to target for energy efficiency.

**2) Consider opportunities for renewable energy generation including submission of building plans showing where energy generators could be placed on the site. 935 CMR 500.105(15)**

- a) To move towards use of renewable energy generation, solar panels will be installed on the roof of the existing facility to produce electricity that can be utilized by the facility. In addition, EV charging station will be installed for future energy charging.
- b) Management will be knowledgeable of renewable energy sources and will continually reassess energy supply sources to include renewable energy sources.
- c) In lieu of renovations, expansions or upgrades to the facility, or replacements of equipment, by utilizing several online energy efficiency programs including Mass Save® programs and Energy Star program to recommend renewable energy or alternative energy sources that will further reduce energy costs for the facility.

**3) Strategies to reduce electric demand such as lighting schedules, active load management and energy storage. 935 CMR 500.105(15)**

- a) To reduce electric demand, technology advancements such as the use of occupancy sensors to reduce electrical consumption will be utilized. Staff will be asked to turn off lights, unused office appliances or close windows to reduce electric demand. And measures included above in section 1.c. will also be used.
- b) Monitoring energy demand and implementing adjustments to the operations of the facility has been described in section 1.d. Energy consumption will be monitored monthly.

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

- a). The Company will continually engage with energy efficiency programs and municipal light plants, if applicable, to ensure awareness of energy reduction systems and programs.
- b). The Company will utilize the Mass Save® programs for incentives to upgrade to energy efficiency equipment, seek energy assessments to identify opportunities to save energy and include energy efficiency into our renovation plans.
- c) The Company will also utilize several other programs to improve energy efficiency including the Massachusetts Municipal Wholesale Electric Company (MMWEC) program, the CEE program and the Energy Star Program. These programs can help small business owners to find energy efficient products, track energy consumption using the ENERGY STAR Portfolio Manager® and provide expert assessments to continue to improve energy efficiency.

**GREEN RIVER CANNABIS COMPANY INC.**  
**DIVERSITY PLAN**

**Introduction**

Green River Cannabis Inc. (hereinafter “Green River Cannabis”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

However, Green River Cannabis believes that simply hiring diverse individuals to fulfill open positions is not enough; providing the tools to ensure success at their positions is the true goal and measure of success.

Green River Cannabis believes strongly in maintaining employment diversity in its structure and in the highest levels of management. Green River Cannabis is committed to prioritize gender diversity throughout every level of employment in the organization, provided the individual meets employment qualifications. Qualified applicants for employment of all backgrounds are invited to join Green River Cannabis. Once employed, they are encouraged to bring their individualities, and knowledge to a company that rewards such uniqueness. Diversity promotes growth and Green River Cannabis depends upon this growth to compete in this growing industry. Individuals from diverse backgrounds working toward a common goal is the most effective way to ensure that Green River Cannabis gives a pathway to success and opportunities for individuals above allowing for unlimited career growth opportunities.

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

**Goal**

In order for Green River Cannabis to promote equity for the above-listed groups in its operations, Green River Cannabis has established the following goals:

1. Ensuring that at least 30% or greater of Green River Cannabis’s employee’s is comprised of diverse individuals.
  - o Increasing the hiring number of qualified, diverse individuals employed by Green River Cannabis. More specifically, the goal for employment composition will be:
    - o At least 10% of all staff comprised of Minorities;
    - o At least 20% of all staff comprised of Women;
    - o At least 5% of all staff ;
    - o At least 5% of all staff comprised of Disabled Individuals; and
    - o At least 5% of all staff comprised of individuals who identify as LGBTQ+.<sup>1</sup>

2. Increase the number of qualified diverse individuals in management with a goal of up to 20% or more to be qualified for management positions with additional on the job training to promote their interests and career.
3. Establishing a comfortable and equitable work environment that supports and fosters diversity and equity in the workplace through annual workplace trainings and continuous employee feedback.
4. Advertising employment opportunities, as they become available but not less than semi-annually, that are tailored to individuals falling into the above-listed diverse populations in diverse job boards, such as MassHire.com; or Indeed.com etc.
5. Green River Cannabis Company Inc. will increase the number of diverse vendors from the above diverse groups as the business develops and grows.

### Programs

Green River Cannabis has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Conducting organizational reviews annually to ensure that Green River Cannabis maintains its diversity goals for management and staff.
2. Advertising in employment and business sections of appropriate types of media in order to attract diverse, qualified applicants for open job postings as they become available, but no less than once annually:
3. Distribution of internal newsletters, on a semiannual basis, to staff to encourage the additional recruitment of members of diverse populations;
4. Designing and implementing an internal reporting system that measures on an annual basis the effectiveness of programs designed to support a company culture that fosters diversity; and distributing survey questionnaires to measure goals;
5. Reviewing the Plan with management at all levels of Green River Cannabis no less than annually to ensure that the Plan is understood and complied with.
6. Have a preference plan review of hiring diverse vendors and contractors from the community which draw from disadvantaged business enterprises and groups.

### Measurements

Beginning upon receipt of Green River Cannabis's Provisional license from the Commission to operate a marijuana establishment in the Commonwealth, Green River Cannabis will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Green River Cannabis continues to meet its commitments. The Manager will review and evaluate Green River Cannabis's measurable outcomes via an annual audit report to ensure that Green River Cannabis is meeting its commitments. The audit report setting forth Green River Cannabis's performance in fulfilling the goals of the Plan will contain:



1. Increase the number of qualified diverse individuals in management with a goal of 20% to 30% of those to be qualified for management positions with additional on the job training to promote their interests and careers.
2. Maintaining a comfortable and equitable work environment that supports and fosters diversity and equity in the workplace through annual workplace training and continuous employee feedback.
3. Advancing employment opportunities as they become available but not less than semi-annually that are referred to individuals falling into the above-listed diverse populations in diverse job boards such as Massline.com or Indeed.com etc.
4. Green River Cannabis Company Inc. will increase the number of diverse vendors from the above diverse groups as the business develops and grows.

**GOALS**

- Green River Cannabis has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations which will include the following:
1. Conducting organizational reviews annually to ensure it in Green River Cannabis maintains its diversity goals for management and staff.
  2. Advancing in employment and business sectors of appropriate types of media in order to attract diverse qualified applicants for open job postings as they become available, but no less than once annually.
  3. Distribution of internal newsletters on a semi-annual basis to staff to encourage the adoption/retention of members of diverse populations.
  4. Implementing and implementing an internal reporting system that measures on an annual basis the effectiveness of programs designed to support a company culture that fosters diversity and distributing survey questionnaires to measure goals.
  5. Reviewing the Plan with management at all levels of Green River Cannabis no less than annually to ensure that the Plan is understood and complied with.
  6. Have a preferred plan review of hiring diverse vendors and contractors from the community which draw from third party business chambers and groups.

**IMPLEMENTATION**

Beginning upon receipt of Green River Cannabis's Provisional license from the Commission to operate a marijuana establishment in the Commonwealth, Green River Cannabis will utilize the proposed measurements to assess its Plan and will document the demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Green River Cannabis continues to meet its commitment. The Manager will review and evaluate Green River Cannabis's measurable outcomes via an annual audit report to ensure that Green River Cannabis is meeting its commitment. The audit report setting forth Green River Cannabis's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on minority, women, disabled, veteran and LGBTQ+ representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
  - A comprehensive description and documentation of all efforts made by Green River Cannabis to monitor and enforce the Plan, including the number of internal newsletters distributed to employees and the number of jobs posted in diverse media and the literature distributed to organizations actively supportive of minorities, women, disabled persons, the LGBTQ community, and veterans; and
  - When available, a workforce utilization report including the following information for each job category at Green River Cannabis:
    - The total number of persons employed
    - The total number of men employed
    - The total number of women employed
    - The total number of veterans employed
    - The total number of service-disabled veterans employed
    - The total number of members of each minority employed
    - The total number of individuals who identify as LGBTQ+ employed

Green River Cannabis is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

In the event that Green River Cannabis is not meeting its commitments, Green River Cannabis Company Inc. will issue a diversity survey to the workforce to solicit company-wide input on the successes and failures of existing diversity programs and input on ways to better serve the inclusion needs of the company.

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

Employment data including information on minority, women, disabled, veteran and LGBTO+ representation in the workforce in all job classifications, average salary ranges, recruitment and training information (all job categories), and retention and turnover efforts.

A comprehensive description and documentation of all efforts made by Green River Campsites to monitor and enforce the Plan, including the number of internal newsletters distributed to employees and the number of jobs posted in diverse media and the factors identified to organizations actively supportive of minority, women, disabled, veteran, the LGBTO community, and veterans and

When available, a workforce utilization report including the following information for

- The total number of persons employed
- The total number of men employed
- The total number of women employed
- The total number of veterans employed
- The total number of service-disabled veterans employed
- The total number of members of each minority employed
- The total number of individuals who identify as LGBTO+ employed

Green River Campsites is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon request.

In the event that Green River Campsites is not meeting its commitments, Green River Campsites Company Inc. will create a diversity survey to the workforce to solicit company-wide input on the success and failure of existing diversity programs and input on ways to better serve the inclusion needs of the company.

- Green River Campsites will adhere to the requirements set forth in 935 CMR 500.107(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken or programs instituted by Green River Campsites will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.