



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284644
Original Issued Date: 10/25/2022
Issued Date: 01/09/2025
Expiration Date: 03/13/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mass Greenwoods LLC

Phone Number: 617-265-6102
Email Address: ericlaw3@yahoo.com

Business Address 1: 116 Harvard Avenue
Business City: Allston
Business State: MA
Business Zip Code: 02134
Business Address 2:
Mailing Address 1: 116 Harvard Ave
Mailing City: Allston
Mailing State: MA
Mailing Zip Code: 02134
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EEA202112
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: 0.25
Percentage Of Control: 10
Role: Owner / Partner
Other Role:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Halani Inc. **Entity DBA:**
Email: sohailali55@hotmail.com **Phone:** 770-295-9377
Address 1: 11018 Ullswater Ln **Address 2:**
City: Windermere **State:** FL **Zip Code:** 34786
Types of Capital: Monetary/Equity **Other Type of Capital:** Total Value of Capital Provided: \$1700000 **Percentage of Initial Capital:** 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 116 Harvard Avenue
Establishment Address 2:
Establishment City: Boston **Establishment Zip Code:** 02134
Approximate square footage of the establishment: 1994 **How many abutters does this property have?:** 123
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Scanned, Mass Greenwoods HCA Certification Form.pdf	pdf	62993e99eb816b0008702008	06/02/2022
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with zoning.pdf	pdf	62a216f5eb816b000877de6c	06/09/2022
Community Outreach Meeting Documentation	MG Virtual Community Meeting Attestation Packet 12.29.21 (1).pdf	pdf	62a217945871d100088835b9	06/09/2022
Executed HCA	Mass Greenwoods Amend HCA Executed (2).pdf	pdf	66d9cd6c94e8b800085990d6	09/05/2024
Plan to Remain Compliant with Local Zoning	Yahoo Mail - Mass Greenwoods LLC, dba Prolific Cannabis License Renewal (1).pdf	pdf	66dee70894e8b800085cd402	09/09/2024
Plan to Remain Compliant with Local Zoning	Gmail - Fw_ Mass Greenwoods LLC, dba Prolific Cannabis License Renewal.jpg	jpeg	66dee70f94e8b800085cd419	09/09/2024
Executed HCA	Mass Greenwoods Executed HCA.pdf	pdf	66fec940e3da310009de659a	10/03/2024
Executed HCA	SLIC00224111815110.pdf	pdf	674f9acab92cff00089942b3	12/03/2024

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
Other	Urban League-Mass CultivatED Letter for CCC (1) (1).pdf	pdf	62dfcabffad1390008670a96	07/26/2022
Plan for Positive Impact	8dae315f-3fb3-4d90-8a3f-c2cf86478f83.pdf	pdf	62fe58d944fa35000ace8a2c	08/18/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
Entity Legal Name: Allston JP Holding Company Entity DBA:
Entity Description: LLC
Phone: 617-256-6102 Email: ericlaw3@yahoo.com
Primary Business Address 1: 26 WOODBINE ST Primary Business Address 2:
Primary Business City: Roxbury Primary Business State: MA Principal Business Zip Code: 02119
Additional Information: 99.75% Owner of Mass Greenwoods, LLC

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth -	Mass Greenwoods - SEC_Letter of Good	pdf	62994ff33bea2b0008d0a8cb	06/02/2022

Certificate of Good Standing	Standing.pdf			
Department of Revenue - Certificate of Good standing	Letter of Good Standing DOR - Mass Greenwoods.pdf	pdf	62995016eb816b0008702810	06/02/2022
Articles of Organization	Mass Greenwoods Articles of Organization 2018 copy.pdf	pdf	62a8b2deeb816b00087d01c6	06/14/2022
Bylaws	Mass Greenwoods A&R LLC Agreement 2022-04-19 Executed.pdf	pdf	62bf0849f750650008be4698	07/01/2022
Department of Revenue - Certificate of Good standing	Mass Greenwoods - DUA Attestation (1) (1).pdf	pdf	62dfea65fad13900086708dd	07/26/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Mass Greenwoods - DUA Attestation (3) (1).pdf	pdf	66dee27fcfa6590008dadbe6	09/09/2024
Department of Revenue - Certificate of Good standing	Mass Greenwoods Cert of Good standing.pdf	pdf	66dee2f8cfa6590008dad8e	09/09/2024
Secretary of Commonwealth - Certificate of Good Standing	Resized_Resized_20240818_112157.jpeg	jpeg	66dee3d2cfa6590008dadd92	09/09/2024
Department of Revenue - Certificate of Good standing	letter of good standing Oct 24'.pdf	pdf	66feb1b244b65c0008378576	10/03/2024

Massachusetts Business Identification Number: 001321788

Doing-Business-As Name: Prolific

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Mass Greenwoods, LLC - Allston - Business Plan 2_6_22 (1) (1).pdf	pdf	62995139eb816b0008702923	06/02/2022
Plan for Liability Insurance	Prolific - Updated COI for CCC.pdf	pdf	66dee43394e8b800085ccca8	09/09/2024
Proposed Timeline	Updated Operations Timeline (1).pdf	pdf	66dee4fc94e8b800085ccd15	09/09/2024
Operating Agreement or Articles of Incorporation	Mass Greenwoods A&R LLC Agreement 2022-04-19 Executed (1) (1).pdf	pdf	670813065fdc620008d31993	10/10/2024
Capitalization Table	Capitalization Table.pdf	pdf	670813245fdc620008d319a7	10/10/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan For Obtain Marijuana Or Marijuana Products.pdf	pdf	62a79c205871d100088c6620	06/13/2022

Restricting Access to age 21 and older	Restricting access to age 21 and older.pdf	pdf	62a79c3feb816b00087c1b78	06/13/2022
Security plan	Security Plan.pdf	pdf	62a79c50eb816b00087c1bc9	06/13/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	62a79c775871d100088c6791	06/13/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	62a79cbf5871d100088c6a5b	06/13/2022
Transportation of marijuana	Transportation Plan.pdf	pdf	62a79cd45871d100088c6aa8	06/13/2022
Inventory procedures	Inventory Procedures.pdf	pdf	62a79d22eb816b00087c1ef4	06/13/2022
Quality control and testing	Quality control and testing.pdf	pdf	62a79d235871d100088c6b8e	06/13/2022
Dispensing procedures	Dispensing Procedures.pdf	pdf	62a79d24eb816b00087c1f08	06/13/2022
Personnel policies including background checks	Personall Policies including background checks.pdf	pdf	62a79d385871d100088c6c04	06/13/2022
Maintaining of financial records	Maintaining of financial records.pdf	pdf	62a79d5b5871d100088c6c5f	06/13/2022
Qualifications and training	Qualifications and training.pdf	pdf	62a79d715871d100088c6cd9	06/13/2022
Energy Compliance Plan	Energy compliance plan.pdf	pdf	62a79d77eb816b00087c201e	06/13/2022
Record Keeping procedures	Record Keeping procedures.pdf	pdf	62dad57fad139000863a60b	07/22/2022
Diversity plan	39f367b5-04ef-4501-9d0c-63df9f8647ec.pdf	pdf	62fe57d244fa35000ace8868	08/18/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I 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: the company does not have final licensure and has not yet continued with the Plan to Positively Impact Disproportionately Harmed People. To date, we have made our annual contribution to our community partner, the Big Hope organization, and will be holding annual record-sealing and expungement clinics once we are open for business.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: the company does not have final licensure and has not yet continued with the Diversity Plan. We will follow through on our diversity plan and continue to support diversity in our business once we are open.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 9:00 PM
Tuesday From: 10:00 AM	Tuesday To: 9:00 PM
Wednesday From: 10:00 AM	Wednesday To: 9:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 9:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Mass Greenwoods LLC, Eric Lawrence

2. Name of applicant’s authorized representative:

Alexis Tkachuk, Esq.

3. Signature of applicant’s authorized representative:

Alexis Tkachuk

4. Name of municipality:

City of Boston

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

Jasmin Winn, Manager of the Boston Cannabis Board



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

Jasmin Winn

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

Jasmin.winn@boston.gov

8. Host community agreement execution date:

1/25/22



Plan to remain compliant with Zoning

Mass Greenwoods will be located at 116-126 Harvard Ave, Allston, MA 02134 .

The City of Boston has enacted a zoning ordinance within The Boston Zoning Code Article 8 which allows Adult Use Marijuana Establishments to be operated in the city of Boston.

The Boston Zoning Ordinance Article 8 allows the establishment of cannabis retail stores for adult use, by the approval of a conditional use permit from the Zoning Board of Appeals.

The applicant received a conditional use permit by the Boston Zoning board of appeals on March 28, 2022.

Mass Greenwoods will remain in regular contact with all departments within the city to ensure compliance with all applicable local codes, ordinances, or bylaws of the municipality.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

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

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



CLASSIFIED

classifiedads@bostonherald.com
(617) 423-4545

ATTACHMENT A

Monday - Friday
8:00 A.M. - 5:00 P.M.

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real estate, real simple

CARFind
automotive, automagic

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508-577-0073

Junk Cars Wanted
We pay Top Dollar
Cash on the spot
508-685-0389

CARS WANTED

**WANTED
'JUNK CARS'**
Junk Cars Wanted
Between \$100
and \$5000 and
up. Extra for
Honda,
Toyota, and
Nissan
781-462-8282

PROFESSIONAL

MDM Data Architect (Mastery) Position available at Massachusetts Mutual Life Insurance Company in Boston, MA. Construct sound, pragmatic, and contemporary technology solutions for current and emergent business needs within the context of, and to advance, the technology and business strategic framework. Develop roadmaps for data management and develop Informatica MDM Solutions. Translate architecture to design/code-level execution. Utilize Agile and Waterfall software engineering principles (SDLC) and methodologies to perform cloud application design, development, and deployment. Identify end-to-end technical solutions based on business needs that utilize a service-based architecture incorporating API's and Events for decoupling Digital and Backend application services. Direct applications to: Massachusetts Mutual Life Insurance Company Attn: HR Compliance, 1295 State Street, Springfield, MA 01111. Reference Job ID: P_10012603.

Call 617-423-4545 to place your ad in the Boston Herald Classifieds.

TECHNICAL

Enterprise Architect - Applications API Position available at Massachusetts Mutual Life Insurance Company in Boston, MA. Perform technical evaluations and benchmarking of core application platforms, frameworks and technologies. Identify data and process issues, then provide solutions architecture. Provide general recommendations on systems options, risks, cost/benefit analysis, and impact on cross-domain systems, business strategy, goals and processes. Define application architecture strategies and approaches for the API's and API management platforms to advance enterprise application initiatives and architecture design. Collaborate with extended enterprise architecture, business, and IT support teams to communicate these strategies and approaches. Specify and publish standards around application design and software engineering best practices. Apply: Massachusetts Mutual Life Insurance Company, Attn: HR Compliance, 1295 State Street, Springfield, MA 01111; please reference Job ID P_10011491 in the subject line.

GENERAL

Computer Systems Validation Specialist - Multiple Openings (Loc. Shrewsbury, MA. Occas. telecomm. allowed). Validate activities for all MA Biologics sites & others. Req: MS or foreign deg. equiv. in CS, Life Scs, or rel'd fld+3 yrs exp. in CSV, validation project deliverables & development. Valid. Plans. In lieu of a MS, +3 yrs exp. in CS, Life Scs, or rel'd fld+5 yrs exp acceptable. Apply to L.Dezotell, HR, Charles River Laboratories, Inc., Leah. Dezotell@crl.com.

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GENERAL

RTS Associate w/ MCKINSEY & COMPANY, INC. US (Boston, MA) Gather & analyze big data, formulate & test hypotheses, & develop & communicate recommendations. Solve complex client needs ranging from financial to operational challenges & counsel sr. executives on paths forward. Conduct quantitative, qualitative, & stats analyses to help clients identify root-causes & make decisions in a data-driven way. Recommend large-scale org change & transformation programs. Min Master's degree in Biz Admin, Industrial & Labor Relations or rel field, or the foreign degree equiv. Min 2 yrs of exp in quant & analytical problem solving, and/or data analysis & large scale change & talent mgmt. Exp must include: program mgmt exp on driving large-scale, transformational change programs; implementing rapid & successful roll-outs of training; structuring ambiguous problems; synthesizing clear takeaways from complex info & recommendations using both qualitative & quant methods; stakeholder mgmt by communicating effectively w/ all audiences including sr leaders. Email your resume to CO@mckinsey.com & refer to Job # 3296280. No phone calls please. An EOE

SPORTS FANATICS: Check out the Sports & More guide running every day in the Sports pages of the Boston Herald. Find listings for autograph signings, sports shows, tickets for sale and more!

Junk Car or Truck? Have it towed away today! Check out the Auto Donations guide running every day in the Boston Herald automotive section.

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GENERAL

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Large rooms. Single rooms available.
Includes meals, wifi, and cable. Free gym access.
On site meetings. Woburn and Billerica Winthrop by the ocean
Assistant managers and cooks wanted
617-645-7062

LEGAL NOTICES

Auction sale according to law of unredeemed pledges of Suffolk Loan, 1888 Washington Street, Boston, MA 02118, January 4th, 2022, Harvey Cohen, Auctioneer.

fork
lift

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MARKETPLACE

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Ips, & 45s
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LEGAL NOTICES

Public Announcement Concerning a Proposed Health Care Project

Shields Healthcare of Cambridge, Inc. ("Applicant") located at 700 Congress Street, Suite 204, Quincy, Massachusetts 02169 intends to file a Notice of Determination of Need ("Application") with the Massachusetts Department of Public Health ("DPH") for the addition of a 1.5 Tesla magnetic resonance imaging ("MRI") unit to be located at Shields MRI Brighton at 385 Western Ave, Brighton, Massachusetts 02135. The total value of the Project is \$2,292,401. The Applicant does not anticipate any price or service impacts to the Applicant's existing patient panel as a result of the Project. Any ten Taxpayers of Massachusetts may register in connection with the intended Application no later than February 4, 2022 or 30 days of the Filing Date, whichever is later, by contacting the Department of Public Health, Determination of Need Program, 250 Washington Street, 6th floor, Boston, MA 02108 or dph.don@state.ma.us

Dec 14

LEGAL NOTICES

NOTICE OF PUBLIC MEETING
Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Mass Greenwoods LLC
Application Address: 116 Harvard Avenue, Allston
License Type: Retail Recreational Cannabis Dispensary

Join virtually at the WebEx Event link below - this is NOT an in person meeting:

Date: Wednesday, December 29th, 2021
Time: 6:00PM
Event Link: <https://bit.ly/116HarvardAve>
Event password: SwQ6dPUdb42
Dial-in Number: +1-408-418-9388
Access Code: 2335 425 8921

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.
If you any questions or comments about this proposal, please contact:
Conor Newman, Allston-Brighton Liaison
Mayor's Office of Neighborhood Services
(617) 635-2678 | conor.newman@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

Dec 14



JUMBLE SOLUTION

ZESTY HOUSE REJECT NIBBLE
They went tandem skydiving and were able to : "CHUTE" THE BREEZE

CROSSWORD SOLUTION

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

SUDOKU SOLUTION

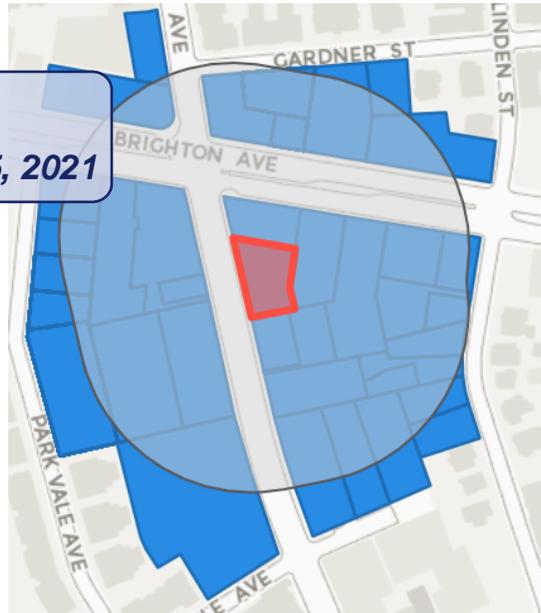
5	9	6	8	7	2	4	1	3
4	1	8	6	9	3	5	7	2
2	3	7	1	4	5	8	6	9
9	6	3	7	1	8	2	4	5
7	5	4	9	2	6	1	3	8
1	8	2	5	3	4	6	9	7
8	7	1	4	5	9	3	2	6
6	2	9	3	8	1	7	5	4
3	4	5	2	6	7	9	8	1

For convenient home delivery of the Boston Herald, call (800) 882-1211.

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: Mass Greenwoods LLC
Application Address: 116 Harvard Avenue, Allston
License Type: Retail Recreational Cannabis Dispensary



RECEIVED
By City Clerk at 4:38 pm, Dec 15, 2021

Join virtually at the WebEx Event link below - this is NOT an in person meeting:

Date: Wednesday, December 29th, 2021

Time: 6:00PM

Event Link: <https://bit.ly/116HarvardAve>

Event number: 2335 425 8921

Event password: SwQ6dPUdb42

Call in Number: +1-408-418-9388

Access Code: 2335 425 8921

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

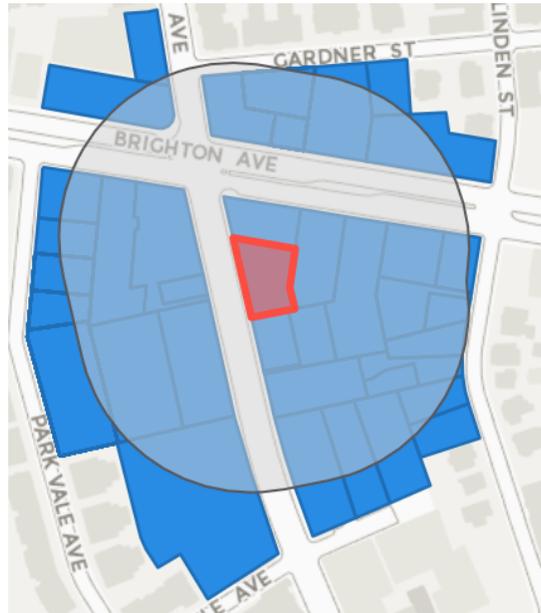
Conor Newman, Allston-Brighton Liaison
Mayor's Office of Neighborhood Services
(617) 635-2678 | conor.newman@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

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th, Costello
awford
Policy Law Group

Street, Suite 1500
A 02109

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<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 7530

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- Return Receipt (electronic)
- Certified Mail Restricted Delivery
- Adult Signature Required
- Adult Signature Restricted Delivery

Postage

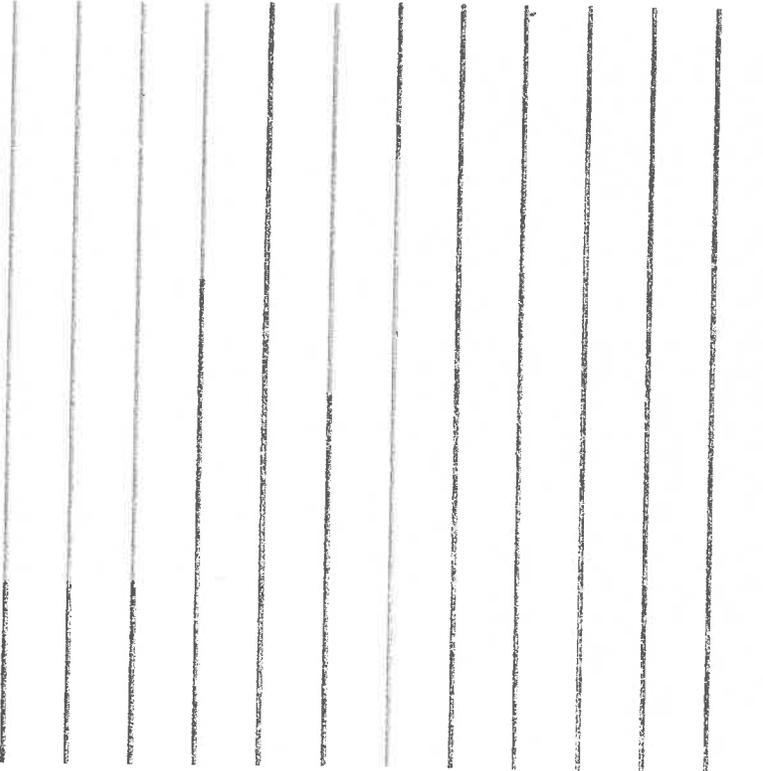
Total Postage and Fees

Sent To

Street and Apt. No., or PO Box

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PS Form 3800, April 2015 PSN



FULL_ADDRESS	CITY	ZIPCODE	OWNER	ADDRESSEE	MAIL_ADDRESS	MAIL_CS	STATE	ZIP
126 116 HARVARD AV	ALLSTON	02134			1050 COMMONWEALTH AV	BOSTON	MA	02215
144 140 HARVARD AV	ALLSTON	02134			1249 BEACON ST	BROOKLINE	MA	02446
91 HARVARD AV	ALLSTON	02134			300 WASHINGTON ST, UNIT 2	BROOKLINE	MA	02445
139 143 BRIGHTON AV 3-R	ALLSTON	02134			70 GATEWOOD DR	NEEDHAM	MA	02492
139 143 BRIGHTON AV B	ALLSTON	02134			143 BRIGHTON AV #B	ALLSTON	MA	02134
39 PARK VALE AV 39-2	ALLSTON	02134			39 PARKVALE AV #2	ALLSTON	MA	02134
43 PARK VALE AV 7	ALLSTON	02134			58 CHHANNING RD	BELMONT	MA	02478
140 130 BRIGHTON AV	ALLSTON	02134			39 BRIGHTON AVE	BOSTON	MA	02134
9 GARDNER ST PS2	ALLSTON	02134			9 GARDNER ST #3	ALLSTON	MA	02134
9 GARDNER ST PS 13	ALLSTON	02134			400 MARKET INDUSTRIAL PK #16	WAPPINGERS FALLS	NY	12590
37 PARK VALE AV 37-5	ALLSTON	02134			151 TREMONT ST SUITE 110	BOSTON	MA	02111
9 GARDNER ST 10	ALLSTON	02134			9 GARDNER ST #10	ALLSTON	MA	02134
9 GARDNER ST 4	ALLSTON	02134			9 GARDNER ST #4	ALLSTON	MA	02134
125 A HARVARD AV	ALLSTON	02134			125A HARVARD AVE	ALLSTON	MA	02134
29 PARK VALE AV 29-5	ALLSTON	02134			29 PARK VALE AV #5	ALLSTON	MA	02134
139 143 BRIGHTON AV 2-L	ALLSTON	02134			70 GATEWOOD DR	NEEDHAM	MA	02492
152 148 BRIGHTON AV	ALLSTON	02134			103 HARVARD AV	ALLSTON	MA	02134
43 PARK VALE AV 4	ALLSTON	02134			5 PRIMROSE LANE	WESTBOROUGH	MA	01581
43 PARK VALE AV 10	ALLSTON	02134			67 WARD ST	LEXINGTON	MA	02421
25 PARK VALE AV	ALLSTON	02134			25 PARKVALE AV	ALLSTON	MA	02134
81 LINDEN ST	ALLSTON	02134			81 LINDEN ST	ALLSTON	MA	02134
29 PARK VALE AV 29-2	ALLSTON	02134			75 BURTON ST	BRIGHTON	MA	02135
9 GARDNER ST PS 10	ALLSTON	02134			9 GARDNER ST #10	ALLSTON	MA	02134
9 GARDNER ST 13	ALLSTON	02134			400 MARKET INDUSTRIAL PK STE 16	WAPPINGERS FALLS	NY	12590
37 PARK VALE AV 37-2	ALLSTON	02134			7 HILL ST	NATICK	MA	01760
101 123 BRIGHTON AV	ALLSTON	02134			1 WASHINGTON ST # 400	WELLESLEY	MA	02481
77 LINDEN ST	ALLSTON	02134			6 NONANTUM ST	NEWTON	MA	02465
114 108 BRIGHTON AV	ALLSTON	02134			27 MICA LA #201	WELLESLEY	MA	02481
9 GARDNER ST 7	ALLSTON	02134			9 KAREN RD	NEWTON	MA	02468
9 GARDNER ST 1	ALLSTON	02134			9 GARDNER ST #1	ALLSTON	MA	02134
43 PARK VALE AV 9	ALLSTON	02134			12 WALNUT CT	ARLINGTON	MA	02476
39 PARK VALE AV 39-4	ALLSTON	02134			39 PARKVALE AV #4	ALLSTON	MA	02134
9 GARDNER ST PS 7	ALLSTON	02134			9 GARDNER ST #8	ALLSTON	MA	02134
125 145 HARVARD AV	ALLSTON	02134			89 WINCHESTER	BROOKLINE	MA	02446
25 PARK VALE AV 25-5	ALLSTON	02134			25 PARKVALE AV #5	ALLSTON	MA	02134
21 GARDNER ST	ALLSTON	02134			59 LANGDON AV	WATERTOWN	MA	02472
9 GARDNER ST 12	ALLSTON	02134			30 DALTON ST, UNIT ATP-507	BOSTON	MS	02115
154 162A BRIGHTON AV	ALLSTON	02134			103 HARVARD AVE	ALLSTON	MA	02134
37 PARK VALE AV 37-1	ALLSTON	02134			37 PARK VALE AVE, UNIT 37-1	ALLSTON	MA	02134
81 A LINDEN ST	ALLSTON	02134			169 NAPLES RD	BROOKLINE	MA	02446
139 143 BRIGHTON AV 3-L	ALLSTON	02134			70 GATEWOOD DR	NEEDHAM	MA	02492
124 122 BRIGHTON AV	ALLSTON	02134			39 BRIGHTON AV	ALLSTON	MA	02134
43 PARK VALE AV 12	ALLSTON	02134			43 PARK VALE AV #12	ALLSTON	MA	02134
139 143 BRIGHTON AV A	ALLSTON	02134			139 BRIGHTON AV #A	ALLSTON	MA	02134
39 PARK VALE AV 39-1	ALLSTON	02134			39 BLUE JAY LANE	ASHLAND	MA	01721
9 GARDNER ST PS 4	ALLSTON	02134			9 GARDNER ST #14	ALLSTON	MA	02134
51 PARK VALE AV	ALLSTON	02134			BOX 1320	BROOKLINE	MA	02446
25 PARK VALE AV 25-2	ALLSTON	02134			25 PARK VALE AV #25-2	ALLSTON	MA	02134
9 GARDNER ST PS1	ALLSTON	02134			64 LOUISE RD	CHESTNUT HILL	MA	02467
37 PARK VALE AV 37-4	ALLSTON	02134			37 PARKVALE AV #37-4	ALLSTON	MA	02134
9 GARDNER ST 9	ALLSTON	02134			9 GARDNER ST #9	ALLSTON	MA	02134
43 PARK VALE AV 1	ALLSTON	02134			PO BOX 8692	BOSTON	MA	02114
121 HARVARD AV	ALLSTON	02134			51 MARSHALL RD	MILTON	MA	02186
139 143 BRIGHTON AV D	ALLSTON	02134			139-143 BRIGHTON AVE UNIT D	ALLSTON	MA	02134
139 143 BRIGHTON AV 2-R	ALLSTON	02134			70 GATEWOOD DR	NEEDHAM	MA	02492
9 GARDNER ST 3	ALLSTON	02134			9 GARDNER ST #3	ALLSTON	MA	02134
37 PARK VALE AV 37-6	ALLSTON	02134			352 COREY ST	WEST ROXBURY	MA	02132
43 PARK VALE AV 3	ALLSTON	02134			5 LINCOLN ST APT 2	SOMERVILLE	MA	02145

9 GARDNER ST PS 3	ALLSTON	O2134	9 GARDNER ST #9	ALLSTON	MA	O2134
25 PARK VALE AV 25-1	ALLSTON	O2134	33 APRIL LANE #33	LEXINGTON	MA	O2421
39 PARK VALE AV 39-6	ALLSTON	O2134	39 PARK VALE AV # 39-6	ALLSTON	MA	O2134
127 137 BRIGHTON AV	ALLSTON	O2134	58 LEO M BIRMINGHAM PKWY	BRIGHTON	MA	O2135
9 GARDNER ST PS 9	ALLSTON	O2134	64 LOUISE RD	CHESTNUT HILL	MA	O2467
9 GARDNER ST 14	ALLSTON	O2134	9 GARDNER ST #14	ALLSTON	MA	O2134
29 PARK VALE AV 29-1	ALLSTON	O2134	29 PARK VALE AV #1	ALLSTON	MA	O2134
43 PARK VALE AV 1-B	ALLSTON	O2134	43 PARK VALE AV #1-B	ALLSTON	MA	O2134
9 GARDNER ST 6	ALLSTON	O2134	9 GARDNER ST #6	ALLSTON	MA	O2134
9 GARDNER ST	ALLSTON	O2134	19 BROOK RD SUITE 201	NEEDHAM	MA	O2494
43 PARK VALE AV 6	ALLSTON	O2134	247 ENDICOTT AVE	REVERE	MA	O2151
39 PARK VALE AV 39-3	ALLSTON	O2134	39 PARK VALE AV #3	BRIGHTON	MA	O2135
145 155 BRIGHTON AV	ALLSTON	O2134	PO BOX 830 #	BROOKLINE	MA	O2446
25 PARK VALE AV 25-4	ALLSTON	O2134	25 PARK VALE AV # 25-4	ALLSTON	MA	O2134
9 GARDNER ST PS 6	ALLSTON	O2134	9 GARDNER ST #2	ALLSTON	MA	O2134
174 164 BRIGHTON AV	ALLSTON	O2134	231 HARVARD AVENUE	ALLSTON	MA	O2134
9 GARDNER ST PS 12	ALLSTON	O2134	30 DALTON ST, UNIT ATP-507	BOSTON	MS	O2115
79 LINDEN ST	ALLSTON	O2134	320 WASHINGTON ST SUITE 3FF	BROOKLINE	MA	O2445
29 PARK VALE AV 29-4	ALLSTON	O2134	29 PARK VALE AV UNIT 29-4	ALLSTON	MA	O2134
75 87 HARVARD AV	ALLSTON	O2134	PO BOX 44	NEEDHAM HEIGHTS	MA	O2494
85 LINDEN ST	ALLSTON	O2134	169 NAPLES RD	BROOKLINE	MA	O2446
43 PARK VALE AV 11	ALLSTON	O2134	43 PARK VALE AVE #11	ALLSTON	MA	O2134
139 143 BRIGHTON AV	ALLSTON	O2134	183 HARVARD AVE	ALLSTON	MA	O2134
43 PARK VALE AV 5	ALLSTON	O2134	43 PARK VALE AVE #5	ALLSTON	MA	O2134
83 LINDEN ST	ALLSTON	O2134	17 BOYD DR	NEWBURYPORT	MA	O1950
9 GARDNER ST PS 5	ALLSTON	O2134	9 KAREN RD	NEWTON	MA	O2468
128 BRIGHTON AV	ALLSTON	O2134	39 BRIGHTON AV	ALLSTON	MA	O2134
29 PARK VALE AV 29-3	ALLSTON	O2134	31 FOSTERS LANE	WAKEFIELD	MA	O1880
25 PARK VALE AV 25-3	ALLSTON	O2134	25 PARKVALE AV #3	ALLSTON	MA	O2134
9 GARDNER ST PS 11	ALLSTON	O2134	9 GARDNER ST #5	ALLSTON	MA	O2134
43 PARK VALE AV 2	ALLSTON	O2134	12 WALNUT COURT	ARLINGTON	MA	O2476
10 GLENVILLE TE	ALLSTON	O2134	10 GLENVILLE TE	ALLSTON	MA	O2134
9 GARDNER ST 8	BRIGHTON	O2134	9 GARDNER ST #8	ALLSTON	MA	O2134
37 PARK VALE AV 37-3	ALLSTON	O2134	9 CEDAR ST #1	ROXBURY	MA	O2119
139 143 BRIGHTON AV C	ALLSTON	O2134	139 BRIGHTON AV	ALLSTON	MA	O2134
9 GARDNER ST 2	ALLSTON	O2134	9 GARDNER ST #2	ALLSTON	MA	O2134
39 PARK VALE AV 39-5	ALLSTON	O2134	25427 VIA ALCIRA	VALENCIA	CA	91355
149 175 HARVARD AV	ALLSTON	O2134	BOX 217	BROOKLINE	MA	O2146
43 PARK VALE AV 8	ALLSTON	O2134	43 PARK VALE AVE, UNIT 8	ALLSTON	MA	O2134
9 GARDNER ST PS 8	ALLSTON	O2134	138 HARVARD AV	ALLSTON	MA	O2134
2 GLENVILLE TE	ALLSTON	O2134	1249 BEACON ST	BROOKLINE	MA	O2446
25 PARK VALE AV 25-6	ALLSTON	O2134	322 WAVERLY AV	NEWTON	MA	O2458
9 GARDNER ST 11	ALLSTON	O2134	64 LOUISE RD	CHESTNUT HILL	MA	O2467
43 PARK VALE AV	ALLSTON	O2134	43 PARK VALE AV	ALLSTON	MA	O2134
6 GLENVILLE TE	ALLSTON	O2134	10 GLENVILLE TE	ALLSTON	MA	O2134
9 GARDNER ST PS 14	ALLSTON	O2134	138 HARVARD AV	ALLSTON	MA	O2134
9 GARDNER ST 5	ALLSTON	O2134	9 GARDNER ST #5	ALLSTON	MA	O2134
29 PARK VALE AV 29-6	ALLSTON	O2134	29 PARKVALE AV #29-6	ALLSTON	MA	O2134
47 PARK VALE AV 47-5	ALLSTON	O2134	47 PARK VALE AV #5	BRIGHTON	MA	O2134
47 PARK VALE AV 47-7	ALLSTON	O2134	15 ROLLING LANE	DOVER	MA	O2030
47 PARK VALE AV 47-10	ALLSTON	O2134	37 GREENWOOD RD	HOPKINTON	MA	O1748
47 PARK VALE AV 47-9	ALLSTON	O2134	47 PARKVALE AV #47-9	ALLSTON	MA	O2134
47 PARK VALE AV 47-12	ALLSTON	O2134	P O BOX 877	HARVARD	MA	O1451
47 PARK VALE AV 47-6	ALLSTON	O2134	1 STONLEA CT	NANUET	NY	10954
47 PARK VALE AV 47-11	ALLSTON	O2134	1415 COMMONWEALTH AVE #403	BRIGHTON	MA	O2135
120 116 BRIGHTON AV	ALLSTON	O2134	27 MICA LA #201	WELLESLEY	MA	O2481
47 PARK VALE AV 47-8	ALLSTON	O2134	708 MOUNT AUBURN ST	WATERTOWN	MA	O2472
47 PARK VALE AV 47-2	ALLSTON	O2134	90 WENDALL ROAD	NEWTON	MA	O2459
47 PARK VALE AV 47-1	ALLSTON	O2134	209-B ADAMS ST	MALDEN	MA	O2148

47 PARK VALE AV 47-4
47 PARK VALE AV 47-3
138 HARVARD AV
47 PARK VALE AV
77 R LINDEN ST
136 128 HARVARD AV

ALLSTON O2134
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2389 VIA MARIPOSA W 2H
17 MEREDITH RD
133 PEARL ST
47 PARK VALE AV
39 BRIGHTON AV
C/O DINA M THEODORE

LAGUNA WOODS
SALEM
BOSTON
ALLSTON
ALLSTON
WEST NEWTON

CA
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02465

Subject: Re: Dates for 116 Harvard Ave Public Meeting
Date: Friday, December 10, 2021 at 4:20:59 PM Eastern Standard Time
From: Conor Newman
To: Jonathan Capano, Eric Lawrence, Alexis Tkachuk
CC: Jasmin Winn, Anthony D'Isidoro, Deborah Glennon, Patricia Mullaney, Kimberly Crucoli
Attachments: Rescheduled 116 Harvard Avenue Cannabis Flyer.pdf

Please find the updated flyer below for the rescheduled public meeting for Wednesday, December 29th. Notification requirements remain the same, please use the abutters list I provided in an earlier email. Barring no changes to the presentation, I will upload it to the WebEx page. As a refresher, your responsibilities are:

- Post notification in newspaper of general circulation (+ local paper if applicable) at least **14 calendar days** prior to the meeting.
- Certified mail to abutters at least **seven (7) calendar days** prior to the meeting.
- Flyer abutter addresses within 300ft at least **seven (7) calendar days**.

I will need confirmation on when the newspaper ad is posted, and certified mailer stubs, and an email when the flyering has been completed. On my end I will have the Clerk's Office post the public notice 14 days out. Have a great weekend.

Regards,

Conor Newman

On Thu, Dec 9, 2021 at 3:14 PM Jonathan Capano <jcapano@publicpolicylaw.com> wrote:

Conor,

The 29th works for our team. Please send the updated flyer at your earliest convenience.

Thank you.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

**COVID-19 INFORMATION**

For the latest updates, please visit our coronavirus (COVID-19) website:

[COVID-19 INFORMATION](#)

([HTTPS://WWW.BOSTON.GOV/NEWS/CORONAVIRUS-DISEASE-
COVID-19-BOSTON](https://www.boston.gov/news/coronavirus-disease-covid-19-boston))

COMMUNITY MEETING FOR PROPOSED ALLSTON CANNABIS ESTABLISHMENT

There will be a community meeting for a proposed cannabis establishment on December 29 at 6 p.m.

Join virtually at the WebEx Event link below. This is NOT an in-person meeting:

JOIN THE ONLINE EVENT ([HTTPS://BIT.LY/116HARVARDAVE](https://bit.ly/116harvardave))

Event password: 2335 425 8921

Dial-in Number: [+1-408-418-9388 \(tel:1-408-418-9388\)](tel:+14084189388)

Access Code: 2335 425 8921

THE PUBLIC CAN OFFER TESTIMONY.

DISCUSSION TOPICS

1

Agenda

Application Name: Mass Greenwoods LLC

Application Address: 116 Harvard Avenue, Allston

License Type: Retail Recreational Cannabis Dispensary

Proposal: This is an application by Mass Greenwoods LLC for a retail recreational cannabis dispensary to be operated at the address of 116 Harvard Avenue.

Hosted online per the Cannabis Control Commission April 27, 2020, administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

Conor Newman, Allston-Brighton Liaison

Mayor's Office of Neighborhood Services

[617-635-2678 \(tel:617-635-2678\)](tel:617-635-2678) | [conor.newman@boston.gov \(mailto:conor.newman@boston.gov\)](mailto:conor.newman@boston.gov)

Hosted online per the Cannabis Control Commission 4/27/2020 administrative order

There will be an opportunity for the public to raise comments, questions, and concerns.

December 29, 2021



06:00PM



REMOTE MEETING
BOSTON, MA 02134



[CONOR.NEWMAN@BOSTON.GOV \(MAILTO:CONOR.NEWMAN@BOSTON.GOV\)](mailto:CONOR.NEWMAN@BOSTON.GOV)



[617-635-2678 \(TEL:617-635-2678\)](tel:617-635-2678)

Contact: CONOR NEWMAN

Neighborhoods: ALLSTON

Posted: 12/15/2021 - 4:28PM

RESOURCES:

[OFFICIAL FILED POSTING \(HTTPS://WWW.BOSTON.GOV/SITES/DEFAULT/FILES/FILE/2021/12/RESCHEDULED%20116%2](https://www.boston.gov/sites/default/files/file/2021/12/rescheduled%20116%2)

[MEETING MATERIALS](https://www.boston.gov/sites/default/files/file/2021/12/mass%20greenwoods%20neighborhoc)

[\(HTTPS://WWW.BOSTON.GOV/SITES/DEFAULT/FILES/FILE/2021/12/MASS%20GREENWOODS%20NEIGHBORHOC](https://www.boston.gov/sites/default/files/file/2021/12/mass%20greenwoods%20neighborhoc)

[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](https://www.boston.gov/departments/innovation-and-technology/terms-use-and-privacy-policy)

[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](https://www.boston.gov/departments/mayors-office/contact-boston-city-hall)

[JOBS AND CAREERS \(HTTPS://WWW.BOSTON.GOV/CAREER-CENTER\)](https://www.boston.gov/career-center)

[ALERTS \(/DEPARTMENTS/EMERGENCY-MANAGEMENT/CITY-BOSTON-ALERTS-AND-NOTIFICATIONS\)](https://www.boston.gov/departments/emergency-management/city-boston-alerts-and-notifications)

[PUBLIC RECORDS](https://bostonma.gov/qa.us/webapp/_rs/(s(den310hnrpqz2rz5lgbgsby))/support/home.as)

[\(HTTPS://BOSTONMA.GOVQA.US/WEBAPP/_RS/\(S\(DEN310HNRPQZ2RZH5LGBGSBY\)\)/SUPPORTHOME.AS](https://bostonma.gov/qa.us/webapp/_rs/(s(den310hnrpqz2rz5lgbgsby))/support/home.as)



RECEIVED

By City Clerk at 4:38 pm, Dec 15, 2021

Mass Greenwoods

d/b/a **M.U.S.E.**

Marijuana United for Social Equity

Proposal for Adult-Use Retail Cannabis Establishment

116 Harvard Ave, Allston, Ma 02134





Mass Greenwoods

d/b/a **M.U.S.E.**

Marijuana United for Social Equity

Proposal for Adult-Use Retail Cannabis Establishment

116 Harvard Ave, Allston, Ma 02134



M.U.S.E. Mission • Vision

Mass Greenwoods, LLC - is a Massachusetts Economic Empowerment and Social Equity Applicant.

M.U.S.E. mission is to operate a sustainable, premium retail establishment that makes a positive social impact through providing living-wage job opportunities, career development, and entrepreneurial mentorship to those who have been disproportionately affected by cannabis prohibition.

Core Values

Embracing an **inclusive company culture** • Advocating for **economic empowerment and social equity** • Promoting **diversity and sustainability**

Leadership Team



Eric Lawrence
President

Current owner-operator at Lawrence and Co General Contracting. 20 years of previous experience in big box retail management at Home Depot and Toy-R-Us, where he opened six new retail locations and has been responsible for the management of over \$100 million in revenue.



Tram Vu
Compliance Director

Tram has worked in compliance within the Medicare Healthcare Industry for the past seven years. Focusing on federal and state regulations, compliance research, and audits, Tram will assist the Mass Greenwoods team in meeting all state compliance guidelines.



Maya Gaul
Vice President

Current realtor and residential real estate agent at Unlimited Sotheby's. Maya has been a sales and marketing professional for over 10 years. She has spent the last five as a worker-owner and sales manager at CERO Cooperative where she managed the sales and marketing teams and focused on business development.



Chris Fetau
Security Director

Previously on the security team for various night clubs, Chris Fetau focuses on diversion prevention, nuisance reduction, and overall security and store surveillance.

Disparities in Representation in the Cannabis Industry

Black people are 3.3 times more likely than whites to be arrested for marijuana possession.

Arrest Rates per 100,000

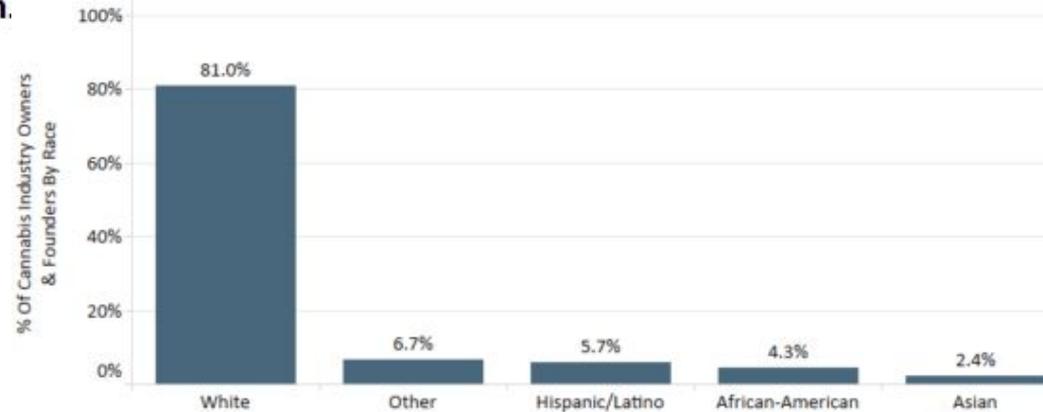


Massachusetts, 2014

Massachusetts ACLU

<https://www.aclum.org/en/aclu-supports-question-4-taxation-and-regulation-marijuana>

Breakdown of Marijuana Business Owners & Founders By Race



Note: Results reflect the percentage of respondents with any ownership stake in a marijuana business.

Source: Marijuana Business Daily August 2017 reader survey

Copyright 2017 Marijuana Business Daily, a division of Anne Holland Ventures Inc. All rights reserved.

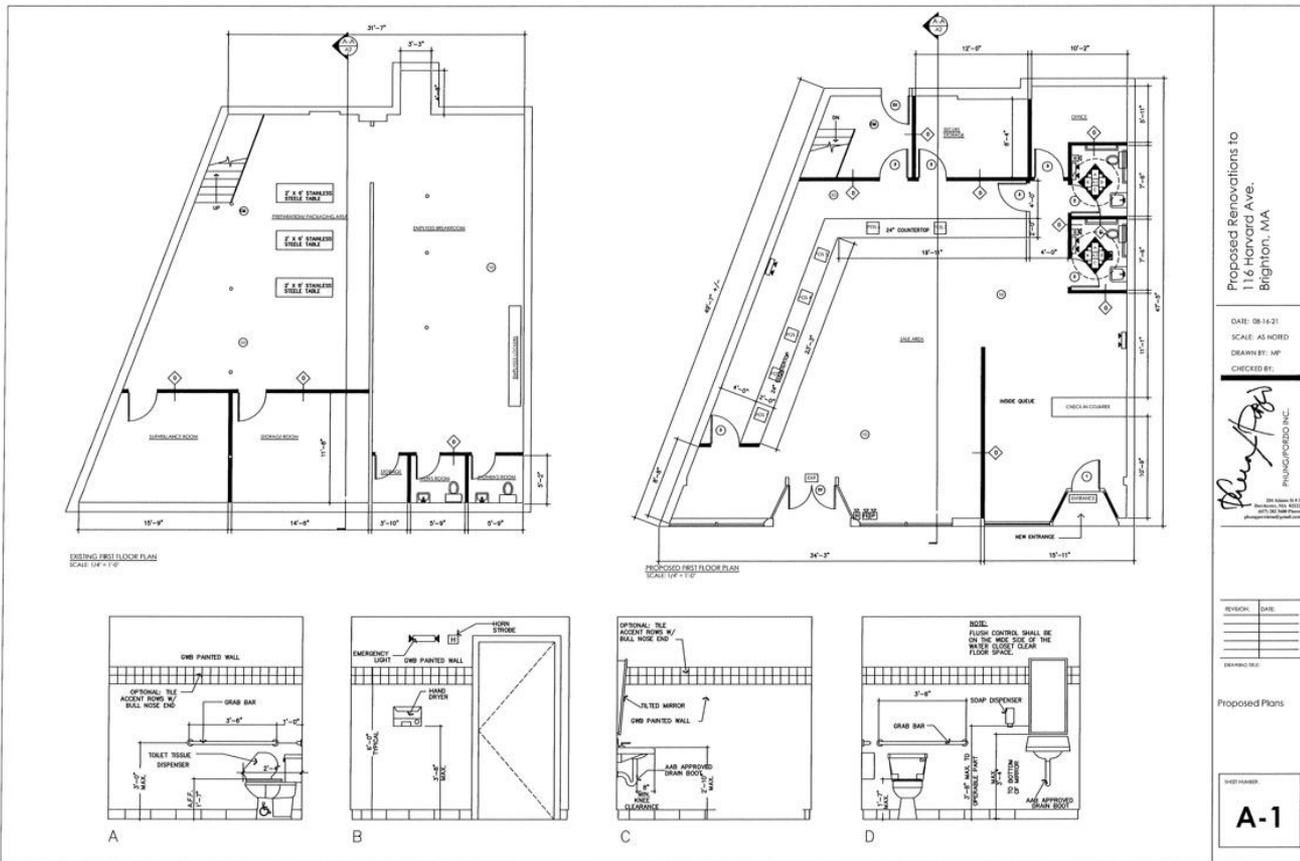
Location



116 Harvard Ave Allston Ma 02134

We have obtained his location through a lease agreement. It is 2,000 sq ft street level retail, 2,000 sq ft basement.

Site Plan



Community Engagement & Positive Impact Plan

- Economic growth and job creation for Allston neighborhood
- 3% of gross profit tax goes to the City of Boston
- Increased Area Security
- Additional patronage to neighboring businesses
- Neighborhood Revitalization
 - Investment into and beautification of building facade - One less shuttered building on Harvard Ave
 - Support for Local Initiatives
 - Work with other businesses to combat graffiti
- Expungement Clinics
- Joining Allston Village Main Streets and Allston Civic Association, attend and participate in monthly meetings, provide, & obtain feedback

Diversion Prevention Program

- Product tracking through seed-to-sale regulatory software METRC
- Customers are required to provide acceptable 21+ ID verified by ID scanner. If ID is not valid, entry will be denied
- Customers or associates who divert product will be banned from the facility and reported to law enforcement
- We retain the right to deny sales to any individual
- In the unlikely instance a staff member diverts product, whether intentionally or negligently, they will be immediately terminated and reported to law enforcement
- Randomized and discreet product delivery
- We will only participate in state approved marketing initiatives and use only audience-appropriate packaging and labeling

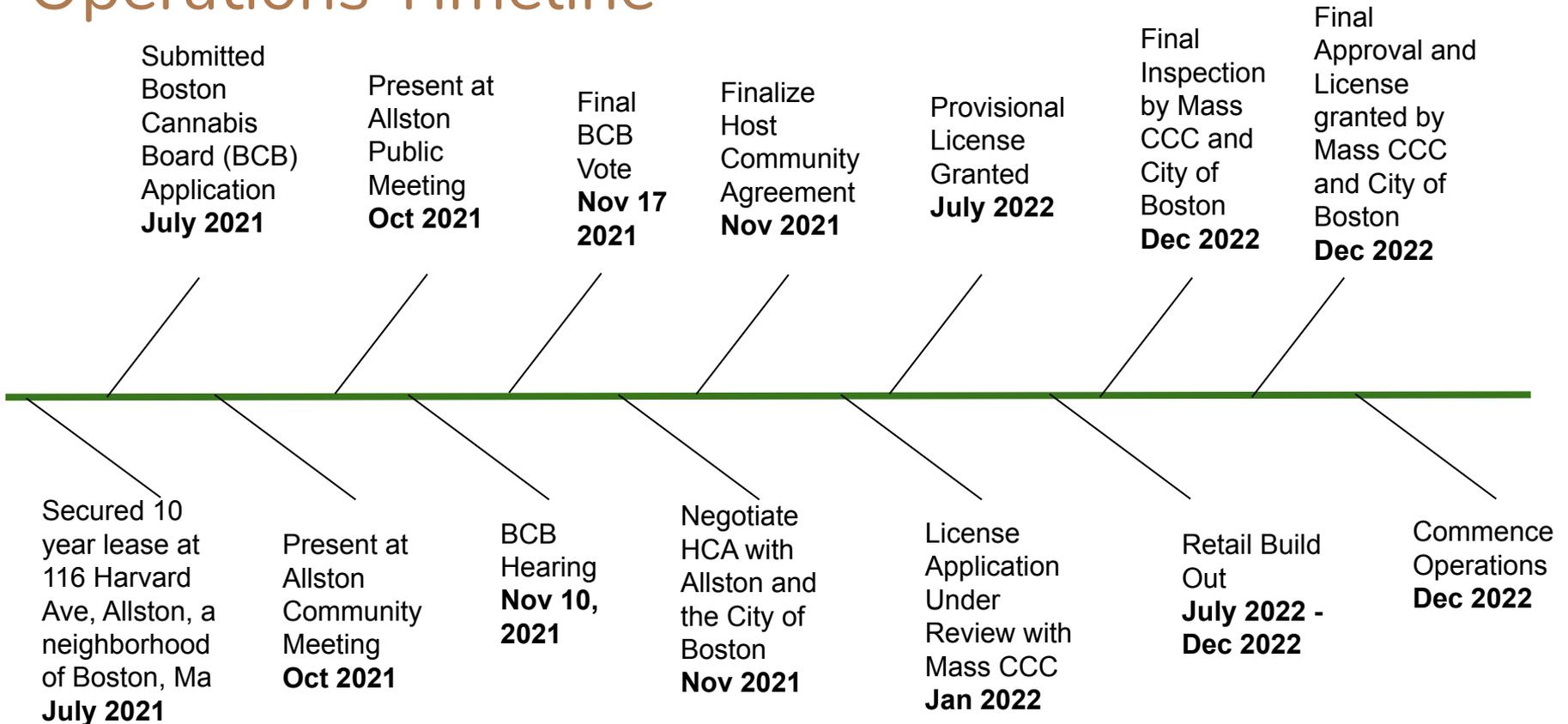
Security

- The Mass CCC has set up strict regulations to ensure our operation is safe and secure. We will maintain a strict focus on our compliance with all CCC regulations including rigorous verification of customer age.
- As a result of the regulations we are required to follow, employees are required to pass state and national background checks as well as train and register with state as a Marijuana Agent
- Security systems will be constantly monitored. This includes video surveillance, hold-up alarms, etc.
- The nature of our security system is comprehensive due to the regulations. We are required to establish and maintain redundant surveillance coverage of all areas where Cannabis could be stored, as well as the entire facility perimeter.
- We have hired a firm that specializes in regulated security and already successfully maintains security for dozens of existing cannabis facilities.

Nuisance Prevention

- We expect all customer that visit our facility will comply with our Nuisance Prevention Policy
- No public consumption, diversion, loitering and littering will be tolerated
- Parking - 60-space municipal lot across the street and 2hr on-street metered parking
- Accessible via Local MBTA public transportation (Green Line, Bus 66, 57) and blue bike station (.3 Miles)
- Security will monitor storefront sidewalk to prevent nuisance behaviors
- Inside Waiting Area for Queuing

Operations Timeline



Mass Greenwoods, LLC
116 Harvard Avenue, Boston, MA
Virtual Community Outreach Meeting
December 29, 2021
Attendees: 48

Link: https://drive.google.com/file/d/10gVuSyljWnoyK7g0D8drdXhg7-xHb6-a/view?usp=drive_web

Subject: Re: Mass Greenwoods: Virtual Community Meeting Recording
Date: Wednesday, January 5, 2022 at 3:32:12 PM Eastern Standard Time
From: Jasmin Winn
To: Jonathan Capano
CC: conor.newman@boston.gov, Alexis Tkachuk, Jim Smith, Eric Lawrence

Received. Thank you

On Wed, Jan 5, 2022 at 3:29 PM Jonathan Capano <jcapano@publicpolicylaw.com> wrote:

Afternoon Jasmin,

Attached please find a link to the Mass Greenwoods' Virtual Community Outreach Meeting recording. Per CCC guidelines we are required to share a copy of the recording with the host community.

Please let me know if you have any questions or if additional information is required.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

C: 781-443-2227

www.publicpolicylaw.com

IMPORTANT

This email and any attached documents are confidential; intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that distribution, dissemination or copying this message is strictly prohibited. If you receive this message in error, or are not the intended recipient, please notify the sender at the email address above and delete this email from your computer.

--

Jasmin Winn

Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201

CITY *of* **BOSTON**

SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

Audit of 'MG Virtual Community Meeting Attestation Packet 12.29.21.pdf'



This document is a **IN PROGRESS** sign request

From Green Woods <massgreenwoods@gmail.com>
 File Owner Green Woods
 Signing Order 1 - ericlaw3@yahoo.com
 2 - jcapano@publicpolicylaw.com
 Initialized Jan 10, 2022 @12:31 PM EST 58578579
 Unique Url <https://dochub.com/massgreenwoods/ok2BPdERP13zEBgKAXpLrN/mg-virtual-comm>
 Page Count 29

Signers

ericlaw3@yahoo.com **FINALIZED**
 Signer #1 - ericlaw3

Verified Email Verified IP 2601:197:600:1fc0:18fa:619e:e691:a1c0 Verified consent to Esign

Document "after" snapshot: Jan 10, 2022 @12:37 PM EST a96aeedf

Assigned Fields

Value	Type	Req.	Page #	Updated
	Signature Field		3	Jan 10, 2022 @12:37 PM EST

jcapano@publicpolicylaw.com **EMAIL READ**
 Signer #2 - jcapano-lddhrs

Verified Email Verified IP 2601:18d:780:fef0:35a7:1135:1b94:66d1 Verified consent to Esign

Document "before" snapshot: Jan 10, 2022 @12:37 PM EST a96aeedf

Assigned Fields

Value	Type	Req.	Page #	Updated
No signature or initial fields assigned to jcapano@publicpolicylaw.com				

Event History

Jan 10, 2022

12:28 PM	Document created	massgreenwoods@gmail.com created the document
12:30 PM	Modified	massgreenwoods@gmail.com modified the document IP 2601:197:800:dde0:5da5:f76e:bc50:a9b4, Chrome 96, Mac 10.15.7
12:31 PM	Sign request created	massgreenwoods@gmail.com initialized a sign request with the document Verified snapshot 58578579 IP 2601:197:800:dde0:5da5:f76e:bc50:a9b4, Chrome 96, Mac 10.15.7
12:31 PM	Email sent	ericlaw3@yahoo.com was notified by email Email Delivery Status: DELIVERED
12:36 PM	Email read	ericlaw3@yahoo.com opened the notification email
12:36 PM	Viewed	ericlaw3@yahoo.com viewed the document IP 2601:197:600:1fc0:18fa:619e:e691:a1c0, Chrome 96, Chrome_os 14268.67.0
12:37 PM	Consented to esign	ericlaw3@yahoo.com consented to esign IP 2601:197:600:1fc0:18fa:619e:e691:a1c0, Chrome 96, Chrome_os 14268.67.0
12:37 PM	Modified	ericlaw3@yahoo.com modified the document IP 2601:197:600:1fc0:18fa:619e:e691:a1c0, Chrome 96, Chrome_os 14268.67.0
12:37 PM	Finalized	ericlaw3@yahoo.com finalized their changes Verified snapshot a96aeedf IP 2601:197:600:1fc0:18fa:619e:e691:a1c0, Chrome 96, Chrome_os 14268.67.0
12:37 PM	Email sent	jcapano@publicpolicylaw.com was notified by email Email Delivery Status: DELIVERED
12:49 PM	Email read	jcapano@publicpolicylaw.com opened the notification email

Jan 11, 2022

12:37 PM	Reminder sent	jcapano@publicpolicylaw.com was sent a reminder email Email Delivery Status: DELIVERED
12:38 PM	Reminder read	jcapano@publicpolicylaw.com opened the reminder email
12:38 PM	Viewed	jcapano@publicpolicylaw.com viewed the document IP 2601:18d:780:fef0:35a7:1135:1b94:66d1, Chrome 96, Mac 10.15.7
12:38 PM	Consented to esign	jcapano@publicpolicylaw.com consented to esign IP 2601:18d:780:fef0:35a7:1135:1b94:66d1, Chrome 96, Mac 10.15.7

Jan 14, 2022

12:37 PM  Reminder sent jcapano@publicpolicylaw.com was sent a reminder email
Email Delivery Status: **DELIVERED**

9:14 PM  Reminder read jcapano@publicpolicylaw.com opened the reminder email

Jan 21, 2022

12:38 PM  Reminder sent jcapano@publicpolicylaw.com was sent a reminder email
Email Delivery Status: **DELIVERED**

1:00 PM  Reminder read jcapano@publicpolicylaw.com opened the reminder email

Mass Greenwoods LLC, dba Prolific Cannabis License Renewal

From: Eric Lawrence (ericlaw3@yahoo.com)

To: jasmin.winn@boston.gov

Date: Wednesday, August 14, 2024 at 10:13 AM EDT

Hello Jasmin,

As a part of the CCC license renewal requirements we are required to contact our Host Community and request the records of any costs imposed on the city that are related to the operation of our Marijuana Establishment. " in accordance with M.G.L. c. 94G, 3(d), any cost to the city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

We look forward to your response.

Thank you,

Eric Lawrence
ericlaw3@yahoo.com
(617)256-6102



Maya Gaul <mayagaul@gmail.com>

Fw: Mass Greenwoods LLC, dba Prolific Cannabis License Renewal

1 message

Eric Lawrence <ericlaw3@yahoo.com>

Mon, Aug 19, 2024 at 2:10 PM

To: Maya Gaul <mayagaul@gmail.com>, Eric Lawrence <ericlaw3@yahoo.com>

FYI

----- Forwarded Message -----

From: Jasmin Winn <jasmin.winn@boston.gov>**To:** Eric Lawrence <ericlaw3@yahoo.com>**Cc:** Cannabis Board <cannabisboard@boston.gov>**Sent:** Monday, August 19, 2024 at 09:30:45 AM EDT**Subject:** Re: Mass Greenwoods LLC, dba Prolific Cannabis License Renewal

Hi Eric

There are no municipal costs associated with Mass Greenwoods LLC dba Prolific located at [116 Harvard Ave, Allston MA](#) at this time.

Best,

On Wed, Aug 14, 2024 at 10:14 AM Eric Lawrence <ericlaw3@yahoo.com> wrote:

Hello Jasmin,

As a part of the CCC license renewal requirements we are required to contact our Host Community and request the records of any costs imposed on the city that are related to the operation of our Marijuana Establishment. " in accordance with M.G.L. c. 94G, 3(d), any cost to the city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

We look forward to your response.

Thank you,

Eric Lawrence
ericlaw3@yahoo.com
(617)256-6102

Jasmin WinnCannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201**SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).**

Please note: This is a City of Boston email account and the content of this message is public record.



Maya Gaul <mayagaul@gmail.com>

Mass Greenwoods LLC, dba Prolific Cannabis license renewal

Jasmin Winn <jasmin.winn@boston.gov>

Mon, Aug 28, 2023 at 11:22 AM

To: Eric Lawrence <ericlaw3@yahoo.com>

Cc: Maya Gaul <mayagaul@gmail.com>, Cannabis Board <cannabisboard@boston.gov>

Hi Eric

There are no municipal costs associated with Mass Greenwoods LLC located at [116 Harvard Ave Allston, MA](#) at this time.

Best,

Jasmin

[Quoted text hidden]

--
Jasmin Winn

Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201**CITY of BOSTON**SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

Please note: This is a City of Boston email account and the content of this message is public record.



Maya Gaul <mayagaul@gmail.com>

Mass Greenwoods LLC, dba Prolific Cannabis license renewal

Eric Lawrence <ericlaw3@yahoo.com>

Fri, Aug 25, 2023 at 12:05 PM

To: Jasmin Winn <jasmin.winn@boston.gov>

Cc: Maya Gaul <mayagaul@gmail.com>, Eric Lawrence <ericlaw3@yahoo.com>

Hello Jasmin,

As a part of the CCC license renewal requirements we are required to contact our Host Community and request the records of any costs imposed on the city that are related to the operation of our Marijuana Establishment. " in accordance with M.G.L. c. 94G, 3(d), any cost to the city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

We look forward to your response.

Thank you,

Eric Lawrence
ericlaw3@yahoo.com
(617)256-6102

Mass Greenwood's Positive Impact Plan
116 Harvard Ave, Allston MA 02134

Mass Greenwood's, LLC DBA. Prolific Cannabis

Mass Greenwood's plan for positive impact focuses on providing opportunities and support to the five priority groups of People Disproportionately Harmed by Cannabis Prohibition:

1. Past or present residents of the Boston "Areas of Disproportionate Impact (ADIs)"
2. Economic Empowerment certificate recipients
3. Social Equity Program participants
4. Massachusetts residents who have past drug convictions
5. Massachusetts residents with parents or spouses who have drug convictions

To support the above groups, Mass Greenwood's has created the following plans to positively impact areas of disproportionate impact, and has identified and created goals, programs, and measurements.

Goals:

1. Employment Goal:

Mass Greenwood's will offer living-wage career opportunities to the following groups to provide economic growth and stability to areas negatively impacted by cannabis prohibition with a goal of having a workforce comprised of at least 75% individuals who reside in an area of disproportionate impact, 30% individuals with past marijuana-related drug convictions, 10% individuals who are Social Equity Program participants, and 10% Economic Empowerment participants.

2. Supporting Social Impact Non-Profits in the Cannabis Industry

Mass Greenwood's will support social impact nonprofit organizations by making a donation of at least \$15,000 annually to the CultivatED program and the Big Hope Project. Both organizations support restorative justice efforts through record sealing and expungement programs for cannabis-related offenses. We also hope to host quarterly expungement clinics at our marijuana establishment in partnership with these organizations with a goal of expunging at least 10 records annually.

Programs:

Goal 1:

To meet our employment goals outlined above, we intend to hire approximately 25 associates for the positions of Store Manager, Assistant Manager, Lead supervisor, Inventory Manager, Bud Tenders, and Security personnel. We will offer living wages and full benefits. While our proposed location is not located within a census tract of Boston identified as an area of disproportionate impact, we will target the following nearby areas of disproportionate impact in Boston in our hiring efforts including but not limited to: Census Tract 8.03, 806.01, 808.01, 815,

817, 818, 819, 1102.01, and 1205. We will also utilize our relationships with CultivatED and the Big Hope Project to identify potential employees with past marijuana-related drug convictions who may be eligible for employment at our establishment.

We will promote our hiring plan via the following methods:

1. Posting job opportunities on our website
2. Careers QR Code – allows prospective hires to gain access to our hiring portal and application by scanning a QR code. The QR code will be included on all communications regarding hiring.
3. Now hiring banner on storefront
4. Social Media - Facebook, LinkedIn, Indeed
5. Non-Profit Partners (CultivatED, Big Hope)
6. City of Boston Office of Returning Citizens
7. Print and Digital Advertising
8. Local Community Newspapers - Boston Globe/ Boston Herald
9. Online job boards (Indeed.com, Ziprecruiter, LinkedIn)

Mass Greenwoods will post job openings monthly until we are fully staffed, and on an as-needed basis. Job posting will specify that we are seeking candidates that fall within the priority groups mentioned above.

Goal 2:

Provide funding through monetary donations to CultivatED and the Big Hope Project to expunge/seal records through quarterly expungement clinics that are hosted by our non-profit partners in our Allston store. We will seek to expunge and seal the records of individuals that have cannabis related CORI's that are non-violent and non-minor related offenses. We will promote through our website, our organizational partners' network, social media, in-store advertising, court liaison, and Office of Returning Citizens.

Measurements: Accountability Through Key Performance Indicators

Goal 1:

1. Include voluntary questions on Entrance and Exit Interviews to measure the participation of identified priority groups in hiring goals and the effect of employment on quality of life
2. Annual review of employment statistics to measure hiring rates of priority groups

Goal 2:

1. Annual number of expungement workshops offered, number of attendees, number of attendees who complete expungement or record sealing
2. Tracking donations to non-profits and including donations and support efforts in the annual report

End Results

Mass Greenwoods, LLC intends to positively impact areas of disproportionate impact by supporting those individuals and areas through employment opportunities and financial donations to nonprofits completing expungement clinics. We will regularly assess the efficacy of our social impact programs with the community through the above performance indicators.

Affirmations

This plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

This plan contains the statement that it will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

This plan contains the statement that any actions^{Text} taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

February 17, 2022

TO WHOM IT MAY CONCERN:

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

MASS GREENWOODS, LLC.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on April 10, 2018.

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

I also certify that the names of all managers listed in the most recent filing are: **ERIC O LAWRENCE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ERIC O LAWRENCE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ERIC O. LAWRENCE**



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

William Francis Galvin

Secretary of the Commonwealth

Processed By:IL



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MASS GREENWOODS LLC
31 GREENWOOD ST APT 1
DORCHESTER MA 02121-3744

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001321788

1. The exact name of the limited liability company is: MASS GREENWOODS, LLC.

2a. Location of its principal office:

No. and Street: 31 GREENWOOD ST
 City or Town: DORCHESTER State: MA Zip: 02121 Country: USA

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

No. and Street: 26 WOODBINE ST
 City or Town: ROXBURY State: MA Zip: 02119 Country: USA

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

APPLY FOR A LICENSE TO CULTIVATE CANNABIS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ERIC O. LAWRENCE
 No. and Street: 26 WOODBINE ST
 City or Town: ROXBURY State: MA Zip: 02119 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FREDERICK LOUIS GOMEZ SR.	31 GREENWOOD ST DORCHESTER, MA 02121 USA
MANAGER	DARRYL IVY	31 GREENWOOD DORCHESTER, MA 02121 USA
MANAGER	MAYA HILDA GAUL	31 GREENWOOD ST DORCHESTER, MA 02121 USA
MANAGER	ERIC O LAWRENCE	31 GREENWOOD ST

managers.

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MAYA HILDA GAUL	31 GREENWOOD ST DORCHESTER, MA 02121 USA
REAL PROPERTY	ERIC O. LAWRENCE	31 GREENWOOD ST DORCHESTER, MA 02121 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of April, 2018,

ERIC O. LAWRENCE

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

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 10, 2018 11:24 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001321788

The date of filing of the original certificate of organization: 4/10/2018

1. The exact name of the limited liability company is: MASS GREENWOODS, LLC.
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 31 GREENWOOD ST
 City or Town: DORCHESTER State: MA Zip: 02121 Country: USA

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

No. and Street: 26 WOODBINE ST
 City or Town: ROXBURY State: MA Zip: 02119 Country: USA

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ERIC O. LAWRENCE
 No. and Street: 26 WOODBINE ST
 City or Town: ROXBURY State: MA Zip: 02119 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ERIC O LAWRENCE	31 GREENWOOD ST DORCHESTER, MA 02121 USA

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ERIC O. LAWRENCE	31 GREENWOOD ST DORCHESTER, MA 02121 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

REMOVAL OF MAYA HILDA GAUL, FREDERICK LOUIS GOMES SR., AND DARRYL IVY AS MANAGERS FROM LINE 6 AND RESTATING THE CHARACTER OF A BUSINESS AS FOLLOWS: "THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE MASS CCC"

11. The restated certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of March, 2021,
ERIC O LAWRENCE , Signature of Applicant.**

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:

March 23, 2021 06:58 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASS GREENWOODS, LLC

Amended and Restated Limited Liability Company Agreement

THE UNITS OF LLC INTEREST ISSUED PURSUANT TO THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS SET FORTH HEREIN.

**MASS GREENWOODS, LLC
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (the “**Agreement**”) is entered into and shall be effective as of the 19th day of April, 2022 (the “**Effective Date**”), and is made by and among the Persons that are admitted as members of Mass Greenwoods, LLC, a Massachusetts limited liability company (the “**Company**”), in accordance with the terms hereof and whose names are set forth as Members on Schedule A hereto from time to time (each of such Persons is referred to as a “**Member**” and together they are referred to as the “**Members**”).

WHEREAS, the Company will own and operate an adult use cannabis retail dispensary located in Allston, Massachusetts(the “**Business**”);

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

Definitions.

Definitions. Capitalized terms used in this Agreement shall have the meanings set forth or referred to below.

“**Act**” means the Massachusetts Limited Liability Company Act, (as amended from time to time) and any successor statute.

“**Adjusted Capital Account**” means, with respect to any Member, such Member’s Capital Account as of the date of determination, after crediting to such Capital Account any amounts that the Member is obligated to restore (to the extent recognized under Treasury Regulations Section 1.704-1(b)(2)(ii)(c)) and debiting to such Economic Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6). The foregoing definition of Adjusted Capital Account and the provisions of Sections 5.5 and 5.6(d) are intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied consistently therewith.

“**Affiliate**” means, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For purposes of this definition, “Affiliate” shall include, with respect to any natural Person, the spouse, parents, siblings and children of such Person and any trust of which some or all of such family members of such Person are the exclusive beneficiaries.

“**Agreement**” – See Preamble.

“**Bankruptcy**” means the happening of any of the following: (a) the making of a general assignment for the benefit of creditors; (b) the filing of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing an inability to pay debts as they become due; (c) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Company or a Member to be bankrupt or insolvent; (d) the filing of a voluntary

petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (e) the filing of an answer or other pleading admitting the material allegations of, or consenting to, or defaulting in answering, an involuntary bankruptcy petition filed against the Company or a Member in any bankruptcy proceeding; (f) the filing of a voluntary application or other pleading or any action otherwise seeking, consenting to or acquiescing in the appointment of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company's or a Member's properties; (g) the commencement against the Company or a Member of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation which has not been quashed or dismissed within one hundred eighty (180) days; or (h) the appointment without consent of the Company or such Member or acquiescence in the appointment of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company's or a Member's properties without such appointment being vacated or stayed within ninety (90) days and, if stayed, without such appointment being vacated within ninety (90) days after the expiration of any such stay.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Business" – See Recitals.

"Business Day" means any day, other than a Saturday or Sunday, on which commercial banks are open for business in Boston, Massachusetts.

"Capital Account" – See Section 5.4.

"Capital Contribution" means, as to each Member, the amount of cash actually contributed to the Company by such Member or its predecessor.

"Certificate of Organization" – See Section 2.1.

"Change in Control" means a transaction or series of related transactions in which a person, or a group of related persons, acquires from the Members or from the Company Units representing more than fifty percent (50%) of the outstanding voting power of the Company.

"Code" means the United States Internal Revenue Code of 1986, as from time to time amended, and any successor thereto.

"Company" – See Preamble.

"Company Minimum Gain" – See Section 5.10(b).

"Deemed Liquidation Event" means (a) the acquisition of the Company by any individual or entity, including by a Member or an Affiliate of a Member by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger, consolidation or sale of member interests or equity unless in each case (i) all Members of record prior to such acquisition or sale remain members of the Company following the acquisition or sale and (ii) one or more Members and their affiliates will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Company's acquisition,

sale or otherwise) hold in the aggregate at least a majority of the voting power of the surviving or acquiring entity; (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or a series of related transactions, by the Company or any Subsidiary of the Company to an unaffiliated third party of all or sustainably all of the assets of the Company and its Subsidiaries taken as a whole or the sale or disposition (whether by merger, consolidation or otherwise) of one or more Subsidiaries of the Company if substantially all the assets of the Company taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or disposition is to a wholly owned subsidiary of the Company; or (c) any other sale of all or substantially all of the business of the Company to a Person that is neither a Member of the Company or an Affiliate of a Member of the Company, whether by sale of assets, sale of equity, a merger or otherwise; or (d) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or in the event of its insolvency.

“Distributable Cash” means

- a. the excess of the Company’s cash over the sum of the Company’s operating expenses over the last three (3) months; and
- b. the proceeds of a Deemed Liquidation Event, which will be placed in escrow pending distribution pursuant to Section 10.2.

“Economic Capital Account” means, with respect to any Member, such Member’s Capital Account as of the date of determination, after crediting to such Capital Account any amounts that the Member is deemed obligated to restore under Treasury Regulations Section 1.704-2.

“Effective Date” – See Preamble.

“Excess Profit Balance” – See Section 5.8(b).

“Fiscal Year” – See Section 11.5.

“Fair Market Value” means, with respect to any Member’s Units, the value of such Units as determined by mutual agreement of the Member and the party or parties purchasing the Interest. If no such amount is mutually agreed to within thirty (30) days of the applicable determination period, then the Fair Market Value of the relevant Percentage Interest shall be the price at which a willing seller would sell and a willing buyer would buy, the Percentage Interest, free and clear of all liens, security interests, or other encumbrances, in an arm’s length transaction for cash, without time constraints, without being under any compulsion to buy or sell, and without any minority interest discount, discount attributable to transfer restrictions, or control premium, as determined by an independent valuation conducted by a third party independent accounting firm or appraiser chosen by the Halani Manager and the Lawrence Manager.

“Halani Member” shall mean Halani Inc., in its capacity as a Member of Holdings, its successors, heirs and permitted assigns.

“Halani Manager” – See Section 3.1.

“**Holdings**” shall mean Allston JP Holding Company, LLC, a Massachusetts limited liability Company and Member.

“**Holdings Member**” shall mean either the Halani Member or the Lawrence Member or both as applicable.

“**Incentive Documents**” – See Section 3.13.

“**Incentive Pool**” – See Section 3.13.

“**Investment Company Act**” means the Investment Company Act of 1940, as amended.

“**Involuntary Transfer**” – See Section 7.4(a).

“**Lawrence Member**” shall mean Eric Lawrence in his capacity as a Member of Holdings, and his successors, heirs and permitted assigns.

“**Lawrence Manager**” – See Section 3.1.

“**Liquidating Agent**” – See Section 10.1.

“**LLC Interest**” – means “limited liability company interest” as that term is defined in the Act.

“**Majority Interest**” means Members who, at the time in question have a Percentage Interest aggregating more than fifty-one percent (51%) of all Percentage Interests held by the Members.

“**Manager(s)**” – See Section 3.1.

“**New Subchapter 63C**” – See Section 5.10(a).

“**Non-recourse deductions**” – See Section 5.9(c).

“**Partnership Representative**” – See Section 5.10(a).

“**Percentage Interest**” means, with respect to a Member, a percentage equal to such Member’s Units divided by the aggregate Units owned by all Members, as adjusted pursuant hereto

“**Permitted Transferee**” means, with respect to any Member, (i) any trust created solely for the benefit of such Member or for the lineal ancestors, descendants or siblings of such Member, provided that such Member retains control of such trust, or (ii) any corporation, partnership or limited liability company in which such Member, or the lineal ancestors, descendants or siblings of such Member, is or are the direct and beneficial owners of all of the equity interests (provided such Member, lineal ancestors, descendants or siblings agree in writing to remain the direct and beneficial owners of all such equity interests), provided that such Member retains control of such entity Provided that no such Person shall be considered a Permitted Transferee to the extent a

Transfer to such person would result in the encumbrment or loss of the Company's licenses and or permits for conducting commercial cannabis activity.

"Person" means a corporation, governmental unit, association, retirement system, international organization, joint venture, partnership, limited liability company, trust or individual.

"Regulatory Authority" means any government body, agency, authority, bureau, board, commission, court, department, official, political subdivision, tribunal, or other instrumentality of any government, whether federal, state, local, domestic or foreign with regulatory control or jurisdiction over the Company, the Business, or any of its Subsidiaries or Affiliates, including but not limited to the Massachusetts Cannabis Control Commission.

"Remaining Members" means any Member who, in connection with any proposed Transfer pursuant to Article 7, is not a Transferring Member.

"Requisite Units" See Section 3.1.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means any corporation, company, joint venture, limited liability company, association, or other entity in which such Person owns, directly or indirectly, fifty percent (50%) or more of the outstanding equity securities or interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such entity.

"Third Party" – shall mean an individual appointed in accordance with Section 3.2.

"Tax Distribution Amount" – See Section 6.3.

"Transfer" means any transfer, assignment, sale, conveyance, hypothecation, license, lease, partition, pledge, or grant of a security interest in a Member's LLC Interest in the Company, and includes any "involuntary transfer" such as a sale of any part of the LLC Interest therein in connection with any Bankruptcy or similar insolvency proceedings, the death of a Member or a divorce or other marital settlement involving any Member, or any other disposition or encumbrance of a Member's LLC Interest. For purposes of this Agreement, any transfer, exchange or series of transfers (or exchanges), directly or indirectly, of the stock, partnership, member or other ownership interests of any Member that is a business organization or an entity (or any combination of such transfers or exchanges, whether direct or in connection with a merger, acquisition, sale, or similar reorganization or transaction, including issues of new stock or other ownership interests, or the exercise of options, warrants, debentures or other convertible instruments, or a redemption of other interests in the Member, and any similar transactions involving the stock or other ownership interests of such Member), shall also be deemed to be a Transfer with regard to the LLC Interests owned by such Member.

"Transfer Notice" shall mean the written notice delivered, or deemed to be delivered, by a Transferring Member to the Company and, in appropriate circumstances, each Remaining Member, pursuant to Sections 7.3 and 7.4 hereof evidencing such Transferring Member's receipt

of a good faith offer to purchase the Company and all its assets, or all of such Member's Unit at the purchase price and upon the terms and conditions specified in this Agreement.

“Transferring Member” means any Member transferring their Units and/or the Company, its Units, and its assets, as applicable, in accordance with and subject to Article 7.

“Treasury Regulations” means the regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unit” – See Section 5.1.

“Withholding Payment” – See Section 6.4.

1.1 Interpretation. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The captions used in this Agreement are for convenience only and shall not affect the meaning or interpretation of any of the provisions of this Agreement. As used herein, the singular shall include the plural, the masculine gender shall include the feminine and neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires

1.2 Discretion. Whenever in this Agreement a Person is permitted or required to make a decision (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, such Person shall be entitled to consider only such interests and factors as it desires, including its own interests, or (b) in its “good faith” or under another expressed standard, such Person, shall act under such express standard and shall not be subject to any other or different standard imposed by any other agreement or by relevant provisions of law or in equity or otherwise.

2 Formation of Company

2.1 Formation. The Company was formed as a limited liability company by the filing of its Certificate of Organization with the Secretary of State for the Commonwealth of Massachusetts (the “Certificate of Organization”) under and pursuant to the Act on April 10, 2018. This Agreement replaces in its entirety the Operating Agreement of the Company dated _____.

2.2 Name and Offices. The name of the Company is Mass Greenwoods, LLC. The name of the registered agent of the Company in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts is set forth in the Certificate of Organization. The Company may maintain such other registered agent, registered office, or

principal place of business and designate any places of business as the Members may from time to time determine.

2.3 Character of Business; Purposes; Powers. The Company was formed to operate and own the Business and may engage in any and all lawful activities as the Managers deem necessary or advisable related thereto. The Company shall possess and may exercise all powers necessary or convenient to the conduct and promotion of its business, subject to any restrictions set forth herein.

2.4 Tax Classification. The Members acknowledge that pursuant to Treasury Regulations Section 301.77013, the Company shall be classified as a partnership for federal income tax purposes until the effective date of any election to change its classification on IRS Form 8832, Entity Classification Election.

2.5 No State-Law Partnership. The Members acknowledge the Company's status as a limited liability company formed under the LLC Act. The Company's classification as a partnership will apply only for federal (and, as appropriate, state and local) income tax purposes. This characterization does not create or imply a general partnership, limited partnership, or joint venture among the Members for state law or any other purpose.

Authority of the Managers.

3. Authority of the Managers.

3.1 Management Structure. Except as otherwise expressly provided or restricted in this Agreement (including Section 3.4 below), and subject in all instances to the terms and provisions hereof, the Managers (the "**Managers**") shall have complete and exclusive control of the management and conduct of the business of the Company and the authority to do all things necessary or appropriate to carry out the purpose of the Company without any further act, vote or approval of any Member. There shall be no less than two (2) Managers on the board of Managers the "**Board**"), to be appointed as follows:

(a) One (1) Manager elected by Eric Lawrence (the "**Lawrence Manager**"), who shall initially be Eric Lawrence; and

(b) One (1) Manager elected by Halani, Inc. (the "**Halani Manager**"), who shall initially be Sohail Halani; and

Each Manager may only be removed by the person that appointed that Manager. In the event any Manager dies, suffers a disability, resigns, or is removed from office at any time, as promptly as practicable, the Member that appointed the Manager shall designate a successor to fill the vacancy left by him or her.

3.2 Powers of the Managers. The Managers shall have the right and authority to take those actions that they deem necessary, useful, or appropriate for the oversight and management of the Company's business, as set forth in this Agreement. Each Manager shall have one (1) vote and, except as otherwise provided in this Agreement, the Managers shall act by the majority consent of the Managers. Any Manager vote resulting in a tie shall be decided by the Third Party. Any vote so decided by the Third Party shall be considered an act of the Managers. Any contract, instrument

or act of any Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that such Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

(a) The initial Third Party shall be Gary Krimershmoyes. In the event the Third Party is removed or resigns in accordance with Section 3.2(c) below, the third Party shall be replaced within sixty (60) days of such removal or resignation.

(b) The Third Party shall be appointed upon the mutual consent of the Lawrence Manager and the Halani Manager, provided that if such appointment is not accomplished within thirty (30) days of the triggering event, each of the Halani Manager and Lawrence Manager shall each appoint a representative which representatives shall select the Third Party.

(c) The Third Party's service may be terminated only upon the mutual written consent of the Lawrence Manager and the Halani Manager or upon the Third Party's resignation, incapacity, or death. In the event of resignation, the new Third Party will be selected through a majority vote of the Lawrence Manager, the Halani Manager, and the resigning Third Party. In the event of incapacity, removal or death, the new Third Party will be selected in accordance with Section 3.2(a) and Section 3.2(b).

3.3 Decisions Reserved to the Managers. Without limiting Section 3.1 or 3.2 in any way, but subject to Section 3.4 below, the Managers shall have exclusive responsibility and authority to act with respect to the following matters:

- i. The sale of substantially all of the Company assets of the Company or the merger of the Company with or into another entity;
- ii. The admission of new Members to the Company or the issuance of additional interests in the Company to an existing Member or the appointment of additional Managers of the Company;
- iii. Borrowing money or granting a lien in the Company assets;
- iv. Hiring a construction general contractor, subcontractors, consultants, architects or engineers;
- v. Hiring Company management;
- vi. Determining the amount of cash that may be distributed to the Members;
- vii. The design structure of the Company facilities and entering into a lease for Company facilities;
- viii. Agreements with municipalities;
- ix. The dissolution of the Company; and

3.4 Matters Requiring Unanimous Approval of the Lawrence and Halani Managers. The following matters shall require the unanimous approval of the Lawrence Manager and Halani Manager:

- (a) The sale of the company, or the disposition of all or substantially all of its assets;
- (b) Amendments to this Operating Agreement or the Certificate of Organization;
- (c) Dissolution of the Company;
- (d) Entering into any commitment involving Ten Thousand Dollars (\$10,000.00) in any single transaction or Fifty Thousand Dollars (\$50,000.00) in the aggregate during a calendar year, or, once the Company has hit Twelve Million Dollars (\$12,000,000.00) in revenue for any continuous 12-month period, Twenty Thousand Dollars (\$20,000.00) in any single transaction or One Hundred Thousand Dollars (\$100,000.00) in the aggregate during a calendar year;
- (e) The admission of any new Members; and
- (f) Taking on debt, or lending money, in an amount greater than Fifty Thousand Dollars (\$50,000.00) in a single transaction or Two Hundred Thousand Dollars (\$200,000.00) in the aggregate.

3.5 Duties of the Managers. Each Manager shall devote to the affairs of the Company such time as may be reasonably necessary to carry out their obligations hereunder. Each Manager shall perform their duties as a Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager of the Company. To the extent that, at law or in equity, a Manager has duties and liabilities relating thereto to the Company or to the Members, such Manager shall not be liable to the Company or any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expressly restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members to replace, to the extent permitted by law, such other duties and liabilities of such Manager.

3.6 Meetings of the Managers. Meetings of the Managers may be called by any Manager. Written notice of each such meeting shall be given to each Manager by electronic mail, or similar method (in each case, notice shall be given at least seventy-two (72) hours before the time of the meeting). If a Manager is unable to attend a properly noticed meeting, the meeting will be rescheduled by the Manager that called the meeting, but not more than one week later than the original meeting time. If a Manager is unable to attend the rescheduled meeting, the sole Manager attending the meeting may act on behalf of the Company at the rescheduled meeting. Any action required to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear

each other. Notwithstanding anything to the contrary in this Section 3.6, the Managers may take without a meeting any action that may be taken by the Managers under this Agreement if such action is approved by the unanimous written consent of the Managers.

3.7 Other Activities of the Managers and Members. Nothing in this Agreement shall be deemed to restrict in any way the rights of the Managers, Members, or of any Affiliate of a Manager or Member, to conduct or participate in any other business or activity whatsoever. Each Manager and each Member waives any right it might otherwise have to share or participate in any other interests or activities of any other Manager. Provided, however, that no Manager, Member or Affiliate of either of the foregoing shall engage in, or own equity in, directly or indirectly engage in any cannabis retail operations within a half (0.5) mile radius of any such operations operated by the Company.

3.8 Expenses. In the case of any Company expenses with respect to travel and other costs related to the business, the Managers shall be entitled to reimbursement from the Company for such expenses if approved by the Managers. Subject to the expenses that are reimbursable under this Section 3.8, the Members will bear all expenses related to their own overhead and organization.

3.9 Indemnification. The Company shall indemnify each Manager and Officer against all losses, liabilities, damages and out-of-pocket expenses in connection with any litigation, action, suit or other proceeding incurred by such Manager or Officer as a result of any actions or inactions taken or omitted in connection with providing services to the Company or any Subsidiary or the performance of the Manager's or Officer's duties; provided, however, that no Manager or Officer shall be entitled to indemnification pursuant to this Section 3.8 with respect to any matter as to which such Manager or Officer has committed an act or omission that constituted bad faith, fraud, gross negligence, willful misconduct, a material breach of this Agreement or a criminal offense. No Manager or Officer shall be entitled to indemnification pursuant to this Section 3.9 with respect to any litigation, action, suit or proceeding that relates solely to a dispute between or among two or more of the Managers or Officers. The right of indemnification provided hereby shall not be exclusive of, and shall not affect, any other rights to which any Manager or Officer may be entitled and nothing contained in this Section 3.9 shall limit any lawful rights to indemnification existing independently of this Section 3.9.

3.10 Payment of Indemnification Expenses. Prior to the final disposition of any claim or proceeding with respect to which any Manager or Officer may be entitled to indemnification hereunder, the Company shall pay to the Manager or Officer, in advance of such final disposition, an amount equal to all expenses of such Manager or Officer reasonably incurred in the defense of such claim or proceeding so long as the Company has received a written undertaking of such Manager or Officer to repay to the Company the amount so advanced if it shall be finally determined that such Manager or Officer was not entitled to indemnification hereunder, provided that the Company shall have no obligation to make any such advance payments for any claim or proceeding involving a dispute between the Manager or Officer and the Members.

3.11 Appointment of Officers.

(a) Positions. The Company shall have two (2) officer positions as follows:

(i) **Chief Executive Officer:** The Chief Executive Officer, or CEO, shall be the most senior officer of the Company and be responsible for the operations of the Allston Dispensary.

(ii) **Chief Financial Officer:** The Chief Financial Officer, or CFO, shall report to the CEO and shall oversee the financial operations of the Allston Dispensary.

(b) **Right to Appointment.** Eric Lawrence shall have the right to be appointed the CEO of the Company; if he declines to serve as CEO, the CEO shall be appointed by the Managers. The Halani Member shall have the right to appoint Sohail Halani or Arish Halani as CFO of the Company. If neither Sohail Halani nor Arish Halani will serve as CFO, the CFO will be appointed by the Managers. Both persons shall be hired on identical terms, on an hourly basis with compensation set at the same rate. Neither the CEO nor CFO shall be appointed by either Member until such time as the Halani Manager and Lawrence Manager have agreed upon a Third Party. The CEO and CFO shall both be subject to the oversight of the Board.

4. Members.

4.1 **Members Are Not Agents.** Pursuant to Article 3, the management of the Company is vested in the Managers. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement and except as expressly required by the LLC Act. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Managers, have any power or authority to (a) bind or act on behalf of the Company in any way, (b) pledge its credit, (c) execute an instrument on its behalf, or (d) render it liable for any purpose. No Member shall owe any duty or obligation to the Company or the other Members solely by being a Member of the Company, except as expressly provided herein.

4.2 **Member Liability.** No Member shall be liable under a judgment, decree, or order of a court, or in any other manner, for the debts or any other obligations or liabilities of the Company. A Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made, to make any additional contributions, assessments, or payments to the Company except as required by the express terms of this Agreement, provided that a Member may be required to repay distributions made to it as provided in Section 1555 of the LLC Act or any successor provision.

4.3 **Transactions Between a Member and the Company.** Except as otherwise provided by applicable law, upon the consent of the Managers, any Member may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member; provided that the terms of any such transaction shall be comparable to those negotiated by unrelated parties on an arm's length basis (as determined by the Managers), and such transaction be disclosed to the other Members. A Member, any Affiliate thereof or an employee, stockholder, agent, director, manager, member, or officer of a Member or

any Affiliate thereof may also be a Manager, Officer, employee, or agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

4.4 No Withdrawal. No Member may withdraw from the Company prior to the dissolution and winding-up of the Company unless such Member (i) complies with the provisions regarding the Transfer of Units set forth in Article 7 or (ii) receives the unanimous prior approval of the Managers. If a Member attempts to withdraw in violation of this Agreement, such Member will forfeit its LLC Interest.

4.5 Meetings of the Members. Meetings of the Members may be called at any time by the majority of the Managers. Each meeting of the Members shall be called with at least five (5) Business Days' but not more than thirty (30) Business Days' advance written notice, specifying the agenda for the meeting. Such notice may be waived by a Member at any time and will be deemed to have been waived if the Member participates in the meeting and has been provided with a written agenda for the meeting. Meetings may also be held telephonically whereby each Member can hear each of the other Members. The Managers shall establish all other provisions relating to meetings of Members, including the time, place or purpose of any meeting at which any matter is to be voted on by any Members, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote. For any matter requiring the consent or vote of the Members, each Member who votes on such matter shall vote an amount of votes equal to the number of Units owned by such Member. Action required or permitted to be taken at a meeting of Members may be taken without a meeting, prior notice, or a vote if the action is evidenced by one or more written consents describing the action taken, signed by Members entitled to vote whose votes would be sufficient to take the action in question if given at a meeting.

5. Capital Accounts; Profits and Losses.

5.1 Capital Contributions. Each Member has been issued an LLC Interest in exchange for the Capital Contribution set forth opposite its name in Schedule A. No Member shall be obligated under any circumstances to make Capital Contributions in excess of the amounts set forth opposite its name on Schedule A. Each LLC Interest is represented by one or more “**Units**.”

5.2 Additional Contributions. Except as set forth in Sections 5.1 and 5.2, no Member shall be required to make any additional Capital Contributions.

5.3 Status of Capital Contributions. Except as approved by the Managers: (a) no part of the contributions of any Member to the capital of the Company may be withdrawn by any Member; (b) no Member shall be entitled to receive interest on such Member's contributions to the capital of the Company; and (c) no Member contributing cash to the Company shall have the right to demand or receive property other than cash in return for such Member's contribution to the Company.

5.5 Capital Accounts. A separate capital account (each, a “**Capital Account**”) shall be maintained for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this Section 5.4 shall be interpreted and applied in a manner

consistent therewith. Whenever the Company would be permitted to adjust the Capital Accounts of the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property the Company may so adjust the Capital Accounts of the Members, and the Company shall so adjust the Capital Accounts when so permitted in connection with (and as of) any withdrawal or removal of a Member. If the Capital Accounts of the Members are adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property, (x) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, (y) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code Section 704(c) and (z) the amount of upward and/or downward adjustments to the book value of the Company property shall be treated as income, gain, deduction and/or loss for purposes of applying the allocation provisions of this Article 5. If Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property.

5.6 Revaluation of Assets. In connection with any withdrawal or removal of a Member, the Company shall value the Company's assets in good faith and use such valuations in adjusting Capital Accounts pursuant to Section 5.4 to the extent permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the case of a withdrawal of a Member or a repurchase of the LLC Interest of a Member, the Managers shall specially allocate to the withdrawing Member the costs and expenses associated with implementing such withdrawal.

5.7 Capital Account Adjustments. In furtherance and not in limitation of the provisions of Section 5.4, any fees, expenses or other costs of the Company that are paid by a Member and that are required to be treated as capital contributions to the Company for purposes of Code Section 704(b) and the Treasury Regulations thereunder shall be added to the balance of the Member's Capital Account. Any fees, costs or other expenses of a Member that are paid by the Company and that are required to be treated as distributions for purposes of Code Section 704(b) and the Treasury Regulation thereunder shall be so treated and subtracted from such Member's Capital Account, and the Company's payment thereof shall not be treated as an item of deduction or loss. This Section 5.6 is intended to prevent any payments by a Member or the Company from giving rise to a violation of Code Section 704(b) while at the same time preserving to the extent possible the parties' intended economic arrangement and shall be applied consistent with such intent.

5.8 Allocation of Income and Loss. After application of Section 5.9, and subject to Section 5.8 and the other provisions of this Article 5, any remaining items of income, gain, loss or deduction shall be allocated among the Members and to their Capital Accounts as follows:

- a. Profits. Income and gain for each Fiscal Year shall be allocated in the following order and priority:
 - i. First, to completely offset all prior allocations of loss or deduction to the Members pursuant to Section 5.8(b)(iii) and then Section 5.8(b)(ii), in the

proportions set forth in each such subparagraph

- ii. Second, to completely offset all prior allocations of loss or deduction pursuant to Section 5.7(b)(i)
 - iii. The balance, if any, to the Members on a pro rata, *pari passu* basis based on their Percentage Interests.
- b. Losses. Losses and deductions for each Fiscal Year shall be allocated in the following order and priority:
- (i) First, to the extent that a Member's Capital Account exceeds its unrecovered Capital Contribution (an "**Excess Profit Balance**") as of the last day of such Fiscal Year, in the same proportion that such Member's Excess Profit Balance bears to the Excess Profit Balances of all the Members, until all such Excess Profit Balances are reduced to zero.
 - (A) Second, to the Members in proportion to their positive Capital Account balances as of the last day of such Fiscal Year, until such balances are reduced to zero.
 - (B) The balance, if any, to the Members in proportion to their Percentage Interests, as finally calculated and determined as of the last day of such Fiscal Year.

5.9 Loss Limitation. No allocation of net loss shall be made pursuant to Section 5.4 to the extent that it causes or increases a deficit balance in any Member's Adjusted Capital Account at the end of any Fiscal Year. All such items in excess of the limitation set forth in this Section 5.8 shall be allocated first pro rata to the Members who would not have a deficit balance at the end of such Fiscal Year until the Adjusted Capital Account balances of such Members is zero, and thereafter pro rata among all the Members according to their Percentage Interests.

5.10 Minimum Gain Chargebacks, Non-Recourse Deductions and Qualified Income Offset. Prior to making the allocations required by Section 5.7, the Company shall make the following special allocations

a. In the event any Member receives adjustments, allocations or distributions described in Treasury Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by Treasury Regulations, any Adjusted Capital Account Deficit, as quickly as possible, provided that an allocation pursuant to this Section 5.9(a) shall be made only to the extent that each Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if this Section 5.9(a) were not in this Agreement. This provision is intended to comply with the qualified income offset requirement contained in Treasury Reg. § 1.704-1(b)(2)(ii)(d)(3) and shall be construed in accordance with the provisions thereof.

b. Notwithstanding any other provisions of this Agreement, if there is a net decrease

in Company Minimum Gain during a taxable year, the Members shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). For purposes of this Agreement, the term “**Company Minimum Gain**” shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(2), and any Member’s share of Company Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(1). This Section 5.9(a) is intended to comply with the minimum gain charge-back requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted and applied in a manner consistent therewith.

c. Non-recourse deductions shall be allocated to the Members, pro rata, in proportion to their Percentage Interests. “**Non-recourse deductions**” shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

d. Notwithstanding any other provisions of this Agreement, to the extent required by Treasury Regulations Section 1.704-2(i), any items of income, gain, loss or deduction of the Company that are attributable to a nonrecourse debt of the Company that constitutes “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4) (including chargebacks of partner nonrecourse debt minimum gain) shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). This Section 5.9(d) is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt minimum gain chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

e. Any Member who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a deficit balance in its Adjusted Capital Account shall be allocated items of income and gain in an amount and a manner sufficient to eliminate, to the extent required by Treasury Regulations Section 1.704-1(b)(2)(ii)(d), such deficit balance as quickly as possible.

5.11 Tax Matters

(a) Partnership Representative. The Members shall designate an individual to be the “**Partnership Representative**” pursuant to Section 6223 of Subchapter 63C of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (“**New Subchapter 63C**”), and who shall be authorized and required to represent the Company in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and who shall. The Partnership Representative, at the direction of the Members, is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities and to expend Company funds for professional services and costs associated therewith, and shall provide all notices and perform all acts required in such role. Initially, the Partnership Representative shall be Sohail Halani.

(b) Payments. In the event that the Company is required to pay any imputed underpayment pursuant to the New Subchapter 63C, then each person that was a Member in the applicable reviewed year, within the meaning of Section 6225(d)(1) of the New Subchapter 63C, shall make a payment to the Company in an amount equal to the portion of the imputed underpayment allocable to such Member, taking into account any modifications of the imputed underpayment under Section 6225(c) of the New Subchapter 63C; provided, however, that if such

person is also a Member at the time the Company pays such imputed underpayment, the Company may instead withhold from amounts due to such Member from the Company such Member's allocable share of the imputed underpayment and any such amount withheld shall be treated as having been distributed by the Company to such Member and then paid by such Member to the Company; and provided further that no payment by or withholding from a person shall be required if such person complied with the provisions of Section 6225(c)(2) of the New Subchapter 63C. For the avoidance of doubt, no payment made to the Company pursuant to this Section 5.10(b) shall be treated as a Capital Contribution. In the event that the Company receives a tax refund or tax benefit pursuant to the New Subchapter 63C, then each person that was a Member in the applicable reviewed year shall receive a payment from the Company in an amount equal to the portion of the tax refund or tax benefit allocable to such Member, taking into account any modifications of the tax refund or tax benefit under Section 6225(c) of the New Subchapter 63C. Any dispute regarding the portion of any tax liability, tax refund or tax benefit allocable to a Member shall be determined by such independent accounting firm agreed to by the applicable Persons. Each Member shall provide such information to the Company as the Partnership Representative may reasonably request to reduce the amount of any imputed underpayment and shall take such actions as the Partnership Representative may reasonably request (including the filing of an amended tax return) in order to assist the Company in complying with the New Subchapter 63C. Notwithstanding anything in this Agreement to the contrary, all rights and obligations of a Member under this Section 5.10(b) shall survive both the Member's ceasing to be a partner of the Company for federal income tax purposes and the dissolution of the Company.

(c) Liability. The Partnership Representative shall not be liable to the Company or the Members for any action such person takes or fails to take in connection with any judicial or administrative proceeding, including, without limitation, the agreement to or failure to agree to a settlement or the extension of or failure to extend the relevant statutes of limitations, unless such action or failure constitutes willful misconduct, fraud, gross negligence or breach of a fiduciary duty to the Company.

(d) Code Section 704(b) Compliance. The allocation provisions contained in this Article 5 are intended to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder, and shall be interpreted and applied in a manner consistent therewith. Items of income, gain, deduction and loss for federal income tax purposes shall be allocated in the same manner as the corresponding items are allocated for book purposes pursuant to this Article 5 except as otherwise required by Code Section 704(c) or Section 5.4, Section 5.8, or Section 5.9.

6. Distributions.

6.1 Distributions. Each Member's distributive share of income, gain, loss, deduction or credit, as determined by the Company's accountants, shall be allocated according to Section 5.8 of this Agreement. Distributable Cash shall be distributed, at such times and in such amounts as the Managers deem appropriate but no less often than quarterly, unless otherwise decided by both the Halani and Lawrence Managers. Distributions of Distributable Cash shall be made in the following manner:

a. Operating Distributions. After distributing the Tax Distribution Amount to each Member, remaining Distributable Cash shall be distributed to the Members at the sole discretion

of the Managers, pro rata in accordance with their Percentage Interest.

b. Deemed Liquidation Event. Distributable Cash from a Deemed Liquidation Event shall be distributed as set forth in Section 10.2 (d).

6.2 No Deficit Restoration by Members. No Member shall have any obligation to restore a deficit balance in its Capital Account upon liquidation of its LLC Interest in the Company or otherwise.

6.3 Distributions to Permit Member Tax Payments. Within the thirty (30) day period beginning on the last day of each Fiscal Year (other than the year in which the Company liquidates under Article 10), the Managers shall use its good faith efforts to calculate (using reasonable assumptions and applying the highest combined federal and state income tax rates applicable to Massachusetts residents) and distribute to each Member the amount that corresponds to that Member's estimated federal and state income tax liability related to that Member's distributive share of taxable income and gain of the Company allocated to that Member for that Fiscal Year (the "**Tax Distribution Amount**"). The Tax Distribution Amount of a given Member with respect to their Units for a given Fiscal Year shall be reduced by amounts distributed to that Member under Section 6.1 with respect to their Units during that Fiscal Year. Further, the amount distributed to a Member under this Tax Distribution Amount with respect to their Units shall be treated as an advance to that Member on distributions of Distributable Cash under Section 6.1 and liquidating distributions under Section 10.3. The excess of the amount of cash distributed to a Member under this Section 6.3 for a given Fiscal Year minus the amount distributable to that Member under Section 6.1 for that year shall be treated as a loan obligation of that Member to the Company for purposes of determining that Member's Capital Account, Adjusted Capital Account.

6.4 Withholding. The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a distribution or make payments to any governmental authority with respect to any foreign, United States federal, state or local tax liability of such Member arising as a result of such Member's LLC Interest in the Company (a "**Withholding Payment**"). Any Withholding Payment made from funds withheld upon a distribution will be treated as distributed to such Member for all purposes of this Agreement. Any other Withholding Payment will be deemed to be a recourse loan by the Company to the relevant Member. The amount of any Withholding Payment treated as a loan, plus interest thereon from the date of each such Withholding Payment until such amount is repaid to the Company at an interest rate per annum equal to the applicable federal rate of interest then in effect, with a maturity no later than the final liquidation of the Company, shall be repaid to the Company upon demand by the Company; provided, however, that in the Managers' sole discretion, any such amount may be repaid by deduction from any distributions payable to such Member pursuant to this Agreement (with such deduction treated as an amount distributed to the Member).

6.5 Certain Distributions Prohibited. Anything in this Article 6 to the contrary notwithstanding, no distribution shall be made to any Member if, and to the extent that, such distribution would not be permitted under Section 1555 of the Act.

7. Limitations on Sale of Units

7.1 Assignability of LLC Interests. Subject to Section 7.8 below, a Member may Transfer their interest to a Permitted Transferee upon providing the Company with thirty (30) day's prior written notice and a copy of all documentation pertaining to the assignment, including any trust instrument or the constituent documents pertaining to any entity transferee. No assignment to a Permitted Transferee shall be binding upon the Company until the Managers receive an executed copy of such assignment, pursuant to which the assignee shall make the same representations warranties and covenants to the Company as were made by the assignor, except as otherwise agreed by all of the other Members in their sole discretion, and the Managers determine in good faith that the assignee qualifies as a Permitted Transferee. Any assignee of a Member's Units pursuant to this Section 7.1 may only be admitted to the Company as a Member in accordance with Section 7.3. The Managers may require the assignor or assignee to pay the Company's reasonable out-of-pocket costs incurred in connection with the proposed Transfer, including any additional accounting, tax preparation or other administrative expenses incurred (or to be incurred) by the Company as a result of any tax basis adjustments under Section 743 of the Code.

7.2 Right of First Refusal. Subject to Section 7.5 and 7.8 below, if the Halani Member or the Lawrence Member receives a good faith written offer from any unaffiliated third party to purchase 100% of the LLC Interests in the Company or substantially all of the assets of the Company (a "Purchase Offer") that is acceptable to that Holdings Member (such Holdings Member, the "Selling Holdings Member"), the terms of the Purchase Offer shall be provided to the other Holdings Member (the "ROFR Member") who shall have a right of first refusal to match the terms of the Purchase Offer both as to price, method of payment and timing of closing, except as to any non-cash consideration which will be fairly valued and paid at closing in cash. The transmittal of the Purchase Offer by the Selling Holdings Member (the "Offer Notice") shall constitute the Selling Holdings Member's irrevocable consent and that of the Manager appointed by the Selling Holdings Member to the proposed transaction described in the Purchase Offer. The right of first refusal of the ROFR Member shall be irrevocable for a period of thirty (30) days following receipt of the Offer Notice, regardless of whether original offer expires or is withdrawn. The ROFR Member may assign its right of first refusal. If the ROFR Member does not exercise its right of first refusal by written notice delivered to the Selling Holdings Member within such thirty (30) day period, the ROFR Member and the Manager appointed by the ROFR Member shall be deemed to have irrevocably approved the proposed transaction described in the Offer Notice and the Members shall proceed to close upon the transaction described in the Offer Notice. If the terms of the transaction described in the Offer Notice change at any time in any material respect, including any reduction in the purchase price greater than One Percent (1%), the revised terms shall again be presented to the ROFR Member who shall have thirty (30) days to accept the revised terms pursuant to the same procedure set forth above. Without limitation, the sale pursuant to this Section 7.2 must be 100% of the LLC Interests in the Company or substantially all assets of the Company so that the transaction will constitute a Deemed Liquidation Event with proceeds distributed pursuant to Section 10.2 of this Agreement and Section 10.2 of the Limited Liability Company Agreement of Holdings.

7.3 New Members. The admission of an assignee as a Member shall in all events be conditioned upon compliance with the requirements of Article 7 and the assignee's written assumption, in form and substance reasonably satisfactory to the Managers, of all obligations of the assigning Member and execution of an instrument reasonably satisfactory to the Managers whereby such assignee becomes a party to this Agreement as a Member. Any reference in this

Agreement to the Capital Account or Capital Contribution of a Member who is an assignee of all or a portion of any Units shall include the Capital Account and Capital Contribution of the assignor (or a pro rata portion thereof in the case of an assignment to such assignee of less than all the Units of the assignor) except in the event of a Deemed Liquidation Event.

7.4 Involuntary Transfer. In the event of the death of a Member that would result in a Transfer of membership interests or Units or a Transfer by operation of law to any Person other than to the Company or a Permitted Transferee (such as, but not limited to, a Member's former spouse as part of a divorce or probate proceeding, a Member's trustee in bankruptcy or a purchaser at any creditor's or court sale) (each an "**Involuntary Transfer**" and the Member whose interest is subject to Transfer by operation of law, a "Transferring Member" and the other Member, the "Remaining Member"), the Transferring Member or its representative shall deliver a Transfer Notice to the Remaining Member setting forth the circumstances of such Involuntary Transfer. The receipt of the Transfer Notice shall automatically and without further action of the Managers or the Members constitute an irrevocable offer by the Transferring Member to sell all of the interests in the Company that are the subject of the Involuntary Transfer to the Remaining Member at Fair Market Value. The Remaining Member will have thirty (30) days following the determination of Fair Market Value to accept the offer to purchase the interests or any portion thereof. If the Remaining Member accepts the offer, the closing will be held within sixty (60) days of such acceptance and the purchase price will be paid in cash in full at closing. If the Remaining Member does not accept the offer within such thirty (30) day period, the interest of the Transferring Member may be transferred pursuant to applicable law, but the transferee of such interest shall be entitled to only the economic rights of the Transferring Member in the Company and such transferee shall, without limitation, have no voting rights and no right to select or appoint a Manager of the Company and provided further that the Involuntary Transfer shall not occur if a Transfer to such person would result in the encumbrance or loss of the Company's or its Subsidiaries' licenses and or permits for conducting commercial cannabis activity

7.5 Further Limitations. The Lawrence Member may not present any Offer Notice regarding the sale of the Company until applicable law no longer requires the Company to be majority owned by a Non-economic empowerment applicant. Except as otherwise specifically provided herein, any purported direct or indirect Transfer of a Unit or any underlying LLC Interests other than as permitted by this Article 7 shall be null and void and of no force or effect whatsoever. In the case of a Transfer or attempted Transfer of LLC Interests other than as permitted in this Article 7, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified Members may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

7.6 Drag Along Rights. If holders of a Majority Interest wish to transfer their LLC Interests in the same transaction, they may require that all other Members transfer their Interests at the same time for the same per Unit consideration.

7.7 Obligations of Assignee. Any assignee of the Units of a Member in the Company pursuant to a Permitted Transfer, irrespective of whether such assignee has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of such assignment

to have agreed to be subject to the terms and provisions of this Agreement in the same manner as its assignor. Furthermore, at the election of the Managers, if Section 743(b) of the Code applies to any Transfer of a Unit of a Member, the assignee of such Unit shall be responsible for any costs reasonably incurred by the Company in complying with the requirements thereof.

7.8 Additional Requirements. As additional conditions to the validity of any Transfer of a Member's LLC Interest in the Company, such Transfer shall not, except to the extent waived by the Managers:

(a) have any adverse impact on the Members' or the Company's compliance with federal or state securities laws;

(b) require the approval of any Regulatory Authority unless and the transferee has provided the Managers with evidence reasonably sufficient to indicate that such approval has been duly obtained;

(c) violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction;

(d) cause the Company not to be entitled to exemption from registration as an "investment company" pursuant to the Investment Company Act;

(e) result in the termination of the Company under the Code;

(f) result in a breach of any agreement that binds the Company or the Members;

(g) result in the transfer of the Company LLC Interests to a Non-Economic Empowerment Applicant prior to the date on which the City of Boston permits the Lawrence Member to sell to a Non-Economic Empowerment Applicant; or

(h) cause the Company to fail to satisfy the requirements of any otherwise applicable safe harbor from treatment as a publicly traded partnership under Treasury Regulations Section 1.7704-1 or otherwise to be taxed as a corporation under the publicly traded partnership under Code Section 7704 and the Treasury Regulations thereunder.

The Managers may require reasonable evidence as to the foregoing, including, without limitation, a favorable opinion in writing in a form and from legal counsel reasonably satisfactory to the Managers. Any assignment, transfer or substitution that violates the conditions of this Article 7 shall be null and void ab initio.

8. Member Representations and Warranties.

8.1 General Representations and Warranties of the Members. Each Member represents and warrants to each of the other Members and to the Company as of the date hereof, as follows:

(a) Such Member's LLC Interest is free and clear of liens and encumbrances (except those expressly set forth in this Agreement) and has not been pledged, assigned or transferred (beneficially or otherwise) to any Person.

(b) This Agreement has been duly authorized, executed and delivered by, and is binding upon, such Member. There are no consents or approvals of governmental authorities or third parties that are required for the execution and delivery of this Agreement by such Member; the execution of this Agreement by such Member shall not constitute a default under any material contract or agreement to which such Member is bound; and no agreement or obligation exists that affects such Member that has the effect of restricting the ability of the other Members to perform their obligations under this Agreement.

(c) Such Member is duly formed, validly existing and in good standing under the laws of the jurisdiction in which it has been formed and duly authorized and qualified to do all things required of it under this Agreement and any agreement executed in connection with the transactions herein contemplated.

8.2 Securities Laws Representations. Each Member represents and warrants to each of the other Members and to the Company as of the date hereof, as follows:

(a) Such Member is an "Accredited Investor" as defined in Regulation D promulgated under the Securities Act.

(b) Such Member's LLC Interest in the Company has been acquired solely by and for the account of such Member for investment purposes only and is not being purchased for resale or distribution; such Member has no contract, undertaking, agreement or arrangement with any Person to sell, transfer or pledge to such Person or anyone else such Member's LLC Interest (or any portion thereof); and such Member has no present plans or intentions to enter into any such contract, undertaking or arrangement.

(c) Such Member acknowledges that (i) its LLC Interest in the Company has not and will not be registered under the Securities Act, or the securities laws of any state, and cannot be sold or transferred without compliance with the registration provisions of the Securities Act, and the applicable state securities laws, or compliance with exemptions, if any, available thereunder and (ii) its LLC Interest in the Company is subject to restrictions on transfer contained in this Agreement. Such Member understands that neither the Company nor any of the other Members has any obligation or intention to register the LLC Interests under any securities act or law and it is not expected that any public market for the LLC Interests will arise.

(d) Such Member expressly represents that (i) it has such knowledge and experience in financial and business matters in general, and in investments of the type to be made by the Company in particular; (ii) it is capable of evaluating the merits and risks of an investment in the Company; (iii) its financial condition is such that it has no need for liquidity with respect to its

investment in the Company to satisfy any existing or contemplated undertaking or indebtedness; (iv) it acknowledges the economic risk of its investment in the Company, including the risk of losing all of such investment, and is able to bear such risk of loss; and (v) it has either secured independent tax advice with respect to the investment in the Company, upon which it is solely relying, or it is sufficiently familiar with the income taxation of partnerships and limited liability companies that it has deemed such independent advice unnecessary.

(e) Such Member acknowledges that the other Members have allowed it an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in this Agreement. Such Member is aware of the provisions of this Agreement providing for Capital Contributions from time to time and the penalties associated with failure to make such Capital Contributions.

(f) Such Member has relied solely upon this Agreement and independent investigations made by it in making the decision to purchase its LLC Interest in the Company.

(g) Such Member expressly acknowledges that (i) no regulatory agency has reviewed or passed upon the adequacy or accuracy of the information set forth in the documents submitted to such Member or made any finding or determination as to the fairness for investment, or any recommendation or endorsement of an investment in the Company; and (ii) any anticipated U.S. federal or state income tax benefits applicable to such Member's LLC Interest in the Company may be lost through changes in, or adverse interpretations of, existing laws and regulations.

(h) Such Member understands that the Company will not register as an investment company under the Investment Company Act, nor will it make a public offering of its securities within the United States.

9. Duration and Dissolution of the Company.

9.1 Duration and Dissolution. Subject to Section 9.3 and this Section 9.1, the term of the Company shall continue until dissolved in accordance with Section 9.3 hereof. Upon the dissolution of the Company, for any reason whatsoever, the Company shall continue in existence solely for the purpose of winding up and liquidating its affairs.

9.2 Bankruptcy of Member. The occurrence of any of the events specified in the Act (including, without limitation, death, adjudication of incompetency, Bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal as a Member) shall not, in and of itself, cause the dissolution or termination of the Company.

9.3 Dissolution. The term of the Company shall terminate and the Company shall dissolve ninety days after the date of the first of any of the following events.

- (a) Upon the unanimous consent of the Managers.
- (b) Any dissolution or termination required by the operation of law.

The dissolution of the Company shall not affect the surviving rights and obligations of the Members under this Agreement and the parties agree that none of them will make disparaging statements to third parties regarding another party to this Agreement following such dissolution.

10. Liquidation of the Company.

10.1 General. Upon the dissolution of the Company, the Company shall be liquidated in accordance with this Article 10 and the Act. The dissolution, liquidation and termination shall be conducted and supervised by the Managers or such third party liquidator as the Managers may appoint (the Managers or such other Person, as applicable, being referred to as the “**Liquidating Agent**”). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the dissolution, liquidation and termination of the Company that the Managers have with respect to the assets and liabilities of the Company, subject to the rights of the Members hereunder. The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after the dissolution of the Company, consistent with realizing the value of Company assets.

10.2 Priority. The proceeds of liquidation shall be applied in the following order of priority:

- (a) To pay the costs and expenses of the dissolution and liquidation;
- (b) To pay matured debts and liabilities of the Company to all creditors of the Company (including, without limitation, any liability to any Member);
- (c) To establish any reserves which the Liquidating Agent may deem necessary or advisable for any contingent or unmatured liability of the Company to all Persons (including Members);
- (d) Third, to the Members, pro rata in accordance with their Capital Contributions until the full amount of each Member’s Capital Contributions has been returned to them; and
- (e) Fourth, to the Members pro rata in accordance with their ownership of Units.

Upon the completion of the liquidation of the Company, each Member shall be furnished with a statement prepared by the Company’s accountant, which shall set forth the assets and liabilities of the Company as at the date of complete liquidation and each Member’s share thereof. Upon completion of the liquidation of the Company pursuant to this Article 10, the Members shall cease to be members of the Company and the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Company.

11. Books; Accounting; Tax Elections; Reports.

11.1 Books and Accounts. Complete and accurate books and accounts shall be kept and maintained for the Company at its principal place of business. Such books and accounts shall be kept in accordance with procedures applied in a consistent manner. Each Member or its duly authorized representative at its own expense shall at all reasonable times have access to, and may inspect and make copies of, such books and accounts of the Company upon reasonable prior written notice to the Managers, for any purpose reasonably related to the Member’s LLC Interest.

The Managers shall prepare and maintain Schedule A attached hereto which shall indicate name of each Member and the Member's status as a Member and Capital Contributions.

11.2 Records Available. The Managers shall maintain at the Company's principal office the following documents: (i) a current list of the full name and last known business address of each Member; (ii) a copy of the certificate of organization and all amendments thereto; (iii) copies of all of the Company's federal, state and local income tax returns and of any financial statements of the Company for the three most recent Fiscal Years; (iv) copies of the information related to expenses as set forth in Section 3.7; and (v) copies of this Agreement and all amendments thereto. Such documents are subject to inspection and copying at the reasonable request and at the expense of any Member during ordinary business hours upon reasonable prior written notice to the Managers, for any purpose reasonably related to the Member's LLC Interest.

11.3 Annual Financial Statements and Reports. Commencing with the first full calendar year following the date of this Agreement, the Managers will prepare and send to each Member, within ninety days after the end of each Fiscal Year, (i) unaudited financial statements, including a balance sheet and statement of income of the Company as of such year-end and a statement of operations, Members' equity and cash flow for such year-end, (ii) a description of any transactions between the Company or its Subsidiaries; and (iii) a statement of all distributions made to such Member during such year and such Member's Capital Account balance as of such year-end.

11.4 Reliance on Accountants. All decisions as to accounting matters shall be made by the Managers, to the extent consistent with the terms of this Agreement, in accordance with procedures applied in a consistent manner.

11.5 Fiscal Year. The fiscal year (the "**Fiscal Year**") of the Company shall be the same as its taxable year. The taxable year of the Company shall be the period ending on December 31 of each year, except as otherwise required by the Code.

12. Miscellaneous.

12.1 Power of Attorney. Each Member hereby constitutes and appoints the Board and the Liquidating Agent, with full power of substitution, as his, her or its true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (a) this Agreement, all certificates and other instruments and all amendments thereof in accordance with the terms hereof which the Board deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the Commonwealth of Massachusetts and in all other jurisdictions in which the Company may conduct business or own property; (b) all instruments which the Board deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (c) all conveyances and other instruments or documents which the Board and/or the Liquidating Agent deem appropriate or necessary to reflect a Transfer made in accordance with Article 7, or the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including articles of dissolution; and (d) all instruments relating to the admission, withdrawal or substitution of any Member. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination

of any Member and the Transfer of all or any portion of his, her or its Units and shall extend to such Member's heirs, successors, assigns and personal representatives.

12.2 Further Assurances. The Members agree to execute such instruments and documents as may be required by law or which are necessary or appropriate to carry out the intent of this Agreement so long as they do not alter the rights and obligations of the Members under this Agreement.

12.3 Successors and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto.

12.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.

12.5 Severability. The determination that any one or more of the provisions of this Agreement is unenforceable shall not affect the enforceability of the other provisions of this Agreement.

12.6 Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

12.7 Entire Agreement. This Agreement (including its Exhibits) represents the entire agreement among the parties hereto, and supersedes all prior agreements among the parties hereto, with respect to the subject matter hereof.

12.8 Amendment. The provisions of this Agreement may be amended or waived at any time and from time to time by the Supermajority Interest, without the consent of any other Member. Without the consent of any other Member, or the Board, the Executive Committee or any Manager may amend Schedule A from time to time to reflect the admission or withdrawal of any Member, or a change in any Member's Capital Contributions, or the appointment or removal of any Manager or Executive Committee Member in each case to the extent permitted under and pursuant to the terms of this Agreement. Notwithstanding the forging, no amendment shall obligate a Member to make additional contributions to the Company, adversely affect the limited liability of a Member, otherwise increase the liability or obligations of a Member without such Member's written consent.

12.9 Force Majeure. If the Company or the Managers is delayed by causes beyond its reasonable control in performing any act which this Agreement requires be performed by a specified time, the Company or the Managers, as the case may be, shall be entitled to such additional time to perform

such act as is reasonable in light of such delay. This provision shall not relieve the Company or the Managers from the obligation to perform any such act.

12.10 Notices. All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered, sent by electronic transmission (including facsimile and electronic mail) or sent postage prepaid by overnight courier or registered or certified mail, return receipt requested, addressed as follows: if intended for the Company or the Managers, to the Company's principal office, if intended for any Member, to the address of such Member set forth on Schedule A, or to such other address as such Member may designate from time to time by written notice to the Company, or to such other address as such Member may designate from time to time by written notice to the Company. Notices shall be deemed to have been given: (a) when personally delivered; (b) when transmitted on a Business Day by electronic transmission with confirmation of receipt or by facsimile with machine-generated confirmation of transmission without notation of error, if sent before 5:00 p.m. local time of the recipient, otherwise the following Business Day; or (c) if mailed or sent by overnight courier, on the date on which received.

12.11 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY AGREES TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FULLY WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY PARTY HERETO IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

12.12 No Right of Partition or Redemption. No Member and no successor-in-interest to any Member shall have the right to have the property of the Company partitioned, or, except as otherwise provided in this Agreement, to require the redemption of its interest in the Company.

12.13 Third Party Beneficiaries . Except with respect to the rights and benefits afforded to the Managers and Officers under Sections 3.8 and 3.9, the provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against, the Company or any of its Members, except for Members, in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the Company or any Member.

12.14 Arbitration. Any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach or termination thereof, shall be determined by binding arbitration administered by the American Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date demand for arbitration is made. The place of arbitration shall be Boston, Massachusetts. There shall be a single arbitrator appointed by mutual agreement of the parties. If the parties are unable to agree upon the appointment of an arbitrator within fourteen days of delivery of a demand for arbitration by claimant to the respondent, then the American Arbitration Association shall appoint the arbitrator in accordance with the aforementioned rules. The decision of the arbitrator shall be final and binding on the parties, and not subject to appeal. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The costs and expenses of any arbitrator shall be borne fifty percent (50%) by the Member and fifty percent (50%) by the Company, provided that such arbitrator, as part of his/her decision, may award costs (including attorneys' fees) to the prevailing party if such arbitrator believes that a party has not brought or prosecuted such a claim in good faith.

12.15 Waiver of Potential Conflicts of Interest. Each of the Members and the Company acknowledges that Vicente Sederberg LLP ("VS") has represented Eric Lawrence in the preparation of this Agreement and of the transactions contemplated hereby. By executing this Agreement, each of the Members and the Company hereby waives any actual or potential conflict of interest which may arise as a result of VS's representation. Each of the Members represents that it has had the opportunity to consult with independent counsel concerning this Agreement and regarding this conflict waiver.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Mass Greenwoods, LLC as of the date first written above.

MEMBERS:

ALLSTON JP HOLDING COMPANY, LLC

DocuSigned by:
By: 
93281CB940744F2...
Its:

DocuSigned by:
By: 
77BA078730B24C5...
Gary Krimersshmoys, individually

COMPANY:

MASS GREENWOODS, LLC

DocuSigned by:
By: 
93281CB940744F2...
Its:

Schedule A

<u>Member</u>	<u>Capital Contribution</u>	<u>Units</u>	<u>Ownership Percentage</u>
Allston JP Holding Company, LLC	\$1,700,00.00*	99.75	99.75%
Gary Krimershmoys	\$0	00.25	00.25%

*Subject to Section 5.2 of the Limited Liability Company Agreement of Allston JP Holding Company, LLC.

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

Signed under the pains and penalties of perjury, I, Eric Lawrence, an authorized representative of Mass Greenwoods, LLC certify that the company does not have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



7/24/2022

Date

Name: Eric Lawrence

Title: Manager



Mass Greenwoods, LLC

**Business Plan
2022**

Executive Summary

Company Name

Mass Greenwoods, LLC

Website

massgreenwoods.com

Social Media

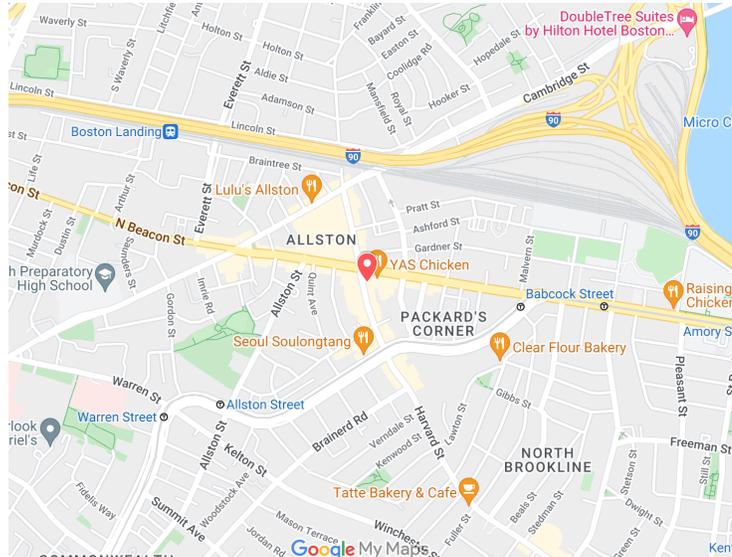
Facebook

Instagram

Snapchat

Proposed Location

116 Harvard Ave, Allston, MA 02134



The Company

Mass Greenwoods, LLC (hereinafter, “ Mass Greenwoods” or “MG”) is registered to do business in the Commonwealth and is in good standing with the Secretary of the Commonwealth and Department of Revenue. MG is developing a premier retail cannabis outlet that will create a positive social impact in the Allston community by employing a diverse workforce, including those negatively affected by cannabis prohibition. MG has a strategic plan to demonstrate high-quality industry standards by implementing rigorous quality control procedures, employee regulations, training, and product tracking systems. MG has actionable steps to be a leading example of economic empowerment in the Massachusetts adult-use cannabis industry by executing our core values. Mass Greenwoods is a company that exemplifies integrity by instilling the values of hard work, building trust within the community, and creating equity through opportunity and access. The Mass Greenwoods team is comprised of leaders who have a passion for cannabis and providing social equity opportunities.

The Mass Greenwoods Vision

The long-term vision for Mass Greenwoods is to develop a sustainable, vertically integrated cannabis company that cultivates, manufactures products, and has a retail presence. Our immediate short-term vision is to open a brand-focused retail location in Allston, Ma.

Mission Statement

As an Economic Empowerment (EE) and Social Equity (SE) Applicant, Mass Greenwood (“Mass Greenwood” or “MG”) will curate and offer premium, organic, and craft cannabis flower, products, and edibles at a sustainable licensed retail location. By developing a staff of highly-trained associates, MG can offer exceptional service, safe access, and cannabis education to the Massachusetts community. Mass Greenwood’s mission is to make a positive social impact in Allston, Ma through career opportunities, training, and the development of economic empowerment opportunities for our employees.

Challenges Facing the Massachusetts Adult-Use Marijuana Business Community

- The adult-use cannabis industry is just over four years old, which results in a lack of accurate information and accessible education
- A limited number of accessible licensed retail locations for cannabis flower and cannabis products
- Lack of culturally influenced and appealing cannabis retail options

The Mass Greenwood Solution for the Adult-Use Marijuana Industry

Mass Greenwood has existing relationships with licensed cultivators. These existing relationships provide a reliable supply chain. Mass Greenwood will offer the solution of a brand-focused, educationally informed, culturally influenced, and aesthetically pleasing atmosphere.

Goals

- Obtain Allston Community Host Agreement
- Obtain a retail cannabis license from the Massachusetts Cannabis Control Commission
- Prepare space build-out
- Further develop the supply chain and retail procedures
- Employ and train those adversely affected by the war on drugs and create jobs for local residents
- Execute opening and grow our customer base to 300 visitors per day spending \$65 each
- \$7.1 million of revenue during the first year

Retail Store Organizational Structure

Our staff at Mass Greenwoods will consist of the following:

- General Retail Manager
- Assistant Retail Manager
- 2 Inventory Manager
- 12 Sales Representatives
- 8 Support Staff (Door Greeter/Host/Parking Attendant)
- 3 Person Security Team

Mass Greenwoods Leadership Profiles

Eric O. Lawrence

CEO/President



Eric Lawrence is the President of Mass Greenwoods. With 20 years of previous experience in big box retail management at Home Depot and Toy-R-U's, where he opened six new retail locations and has been responsible for the management of over \$100 million in revenue. Subsequently, he branched out to start his own entrepreneurial venture, Lawrence & Co., a construction and property management company, that has been operating for the past 12 years.

Maya Hilda Gaul

Vice President, Sales and Marketing



Maya Gaul has been a sales and marketing professional for 10 years. Current realtor and residential real estate agent at Unlimited Sotheby's. Maya has been a sales and marketing professional for over 10 years. She previously spent the last five as a worker-owner and sales manager at CERO Cooperative where she managed the sales and marketing teams and focused on business development.

Legal Counsel

Jim Smith, Esq, Legal Advisor
Founding Partner, Smith, Costello, & Crawford
Premier Massachusetts Cannabis Attorney

Advisory Board

Victor Chiang, Training and Operations Advisor
Cypress Tree Management, CEO
Redi Dispensary, Owner/Operator Retail License Holder (3)
Board of Director, Mass Cannabis Association
Operational Experience Internship at Redi Dispensary - Q1 2022

Dwan Packnett, Training and Operations Advisor
Sira Naturals Vice President,
Government Relations & Community Investment
Owner and Operator of CastleLeaf Dispensary
Sira Naturals Retail Incubator Fellow - Dispensary Best Practices

Gary Krimersmoys
Financial Advisor
Intrepid Investors / Young America Capital

Rebecca Adams and Stephen Chaisson, Compliance Advisors
American Cannabis Consulting and Compliance specializes in Massachusetts marijuana industry compliance. AC3 also offers on-site compliance audits and training services for Marijuana businesses

Jim Willoughby, Security Advisor
Galaxy Integrated Technologies specializes in the marijuana security industry.
GIT is a world-class provider of electronic security and low voltage solutions.

Products & Services

Mass Greenwoods will sell premium, organic, and craft cannabis flower, marijuana-infused products, and edibles that have been tested by a licensed independent laboratory. All products will be required to pass rigorous testing standards pursuant to Massachusetts CCC regulations before being inventoried and sold.

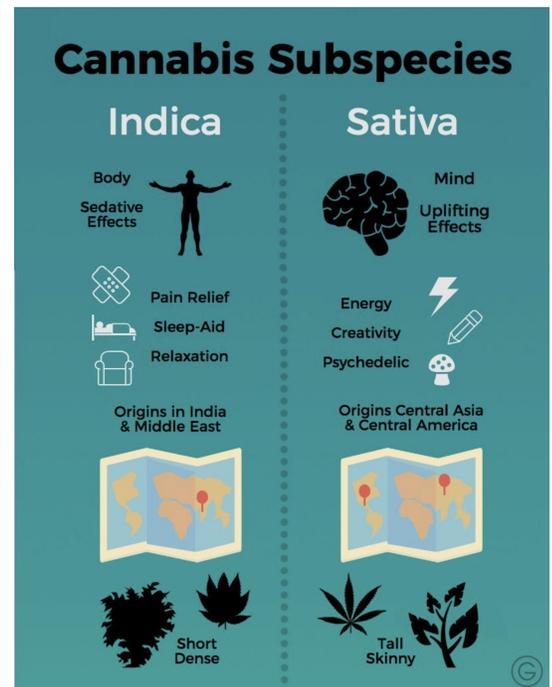
In this newly regulated industry, MG is aware that not all of our potential clients are going to be familiar with the properties, uses, and ingestion methods of cannabis. Therefore, in order to educate our audience and build a customer base, we will offer complimentary in-store product consultation as a service.

Our initial inventory stock will include:

- A. Flower (.3g, .5g, 1g, 1/8 oz, 1/4 oz, 1/2 oz)
 - Pre-rolls and chillums
 - Sativa
 - Indica
 - Hybrids

- B. Edibles
 - Gummies
 - Chocolate
 - Hard and Soft Candies
 - Infused beverages
 - Sugar-free
 - Gluten-free

- C. Concentrates and Extracts
 - Vape cartridges
 - Shatter
 - Wax
 - Kief
 - Tinctures



D. Topical Products

- Oils
- Salves
- Lotions

E. Ancillary Products and Accessories

- Papers
- Vape Batteries
- Lighters
- Filters
- Dab Tools
- Glass

Product Quality, Testing, and Assurances

As part of our operating procedures, we will require that all wholesale cultivators and manufacturers provide proper laboratory testing documentation to ensure all products are safe for sale. All documents will be reviewed and verified by a Mass CCC certified Mass Greenwood’s agent.



Required Product Labeling

All products purchased by Mass Greenwoods and sold at our location will be marked with the proper Mass CCC mandated warning and product labels. All product labels will the following information:



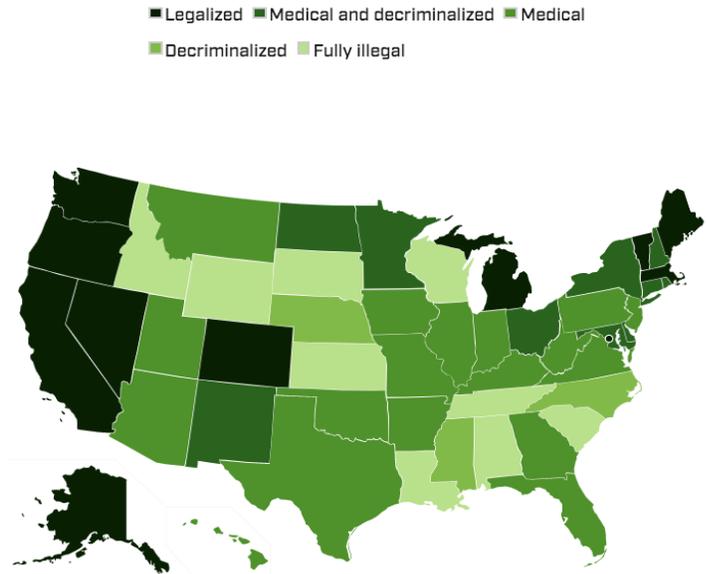
- Name of cultivator/manufacturer
- Weight of content
- THC Percentage
- Packed date
- Batch no., serial no., and barcode
- Cannabinoid profile
- The approved testing certification seal
- Not FDA approved warning
- Organic (if applicable)

Market Analysis

US National Market

According to a recent poll by the Pew Research Center, public support for legalizing marijuana is on the rise. In 1969, only 12% of Americans were in favor of a regulated market. In 2000, that number rose to 31%, and, today, 62% of American voters, including 74% of millennials, support the end of cannabis prohibition.

Though the U.S. Federal Government still classifies cannabis as a Schedule I Controlled Substance, they have taken a more hands-off approach to marijuana regulation at the state level. Today, 39 states have legalized medical marijuana, 18 (plus the District of Columbia) states have legalized adult use, and 13 states have decriminalized the use of cannabis.



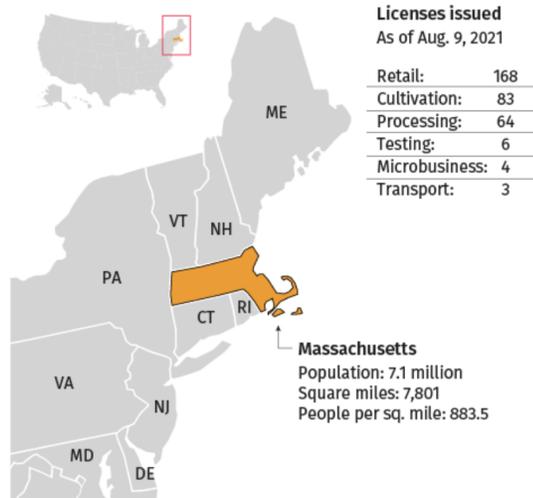
According to Wall Street estimates, the U.S. is projected to be the largest cannabis market in the world. Sales are set to more than quintuple from the \$8 billion recorded in 2018 to an estimated \$41 billion by 2025.

Massachusetts Market

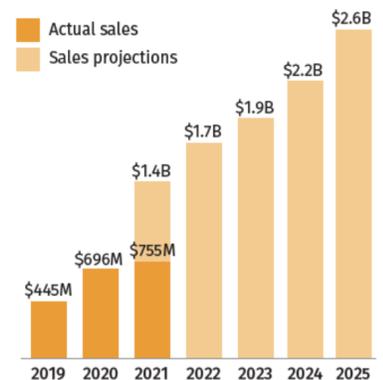
Massachusetts market made \$1 billion in gross sales in 2021 and has issued 400 adult-use retail licenses.

Adult-Use Sales Soar in Massachusetts

Recreational marijuana sales in the state this year already have exceeded last year's total and are projected to double between 2021-25.



Adult-use sales and projections
Sales as of Aug. 12, 2021. Projections are high end of range.



Sources: Massachusetts Cannabis Control Commission, MJBizFactbook

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Allston, Ma Market

There are 48,914 residents in the Allston/Brighton neighborhood of Boston. 166,697 people in Boston (62.6% of the voting-age population) voted yes on Question 4, legalizing marijuana in the municipality. The 2019 median household income in Allston, Ma is \$57,914.



Commercially Zoned
Business District
No Direct Residential Abutters
No schools within 500 ft
Lease agreement for 25 off-street parking spaces 400 ft from the retail location

Accessible via Local MBTA public transportation (Green Line, Bus 66, 57)
Subsidized employee T-Pass through MBTA Perq
60-space municipal lot across the street (traffic study)
Blue bike access in the neighborhood (.3 Miles)

.3 Miles from Co-located Retail Operator
Co-located retail operator on the border of Brookline and Allston
Separated by a natural barrier (Green Line and Comm Ave)
Allston has 50% higher population density than citywide average
We will connect to the Allston artist community and contribute by providing much-needed gallery space
Local, independent, minority-owned cannabis operator whose mission is to make positive social impact on the community

Union Twist:

Mission Brookline Cannabis Dispensary:

Castle Leaf:

Mayflower Medicinals:

104 North Beacon Brighton Ma

Marketing

Available Market Share

In 2019, the Massachusetts Department of Public Health reported in the Marijuana Baseline Health Study results that suggest 21% of adults in Massachusetts have used marijuana in the past 30 days. Mass Greenwoods will have the opportunity to capture at least 300 customers per day, 9,100 per month or 109,200 people per year visit our store as required to hit our revenue goals stated in our Pro Forma.

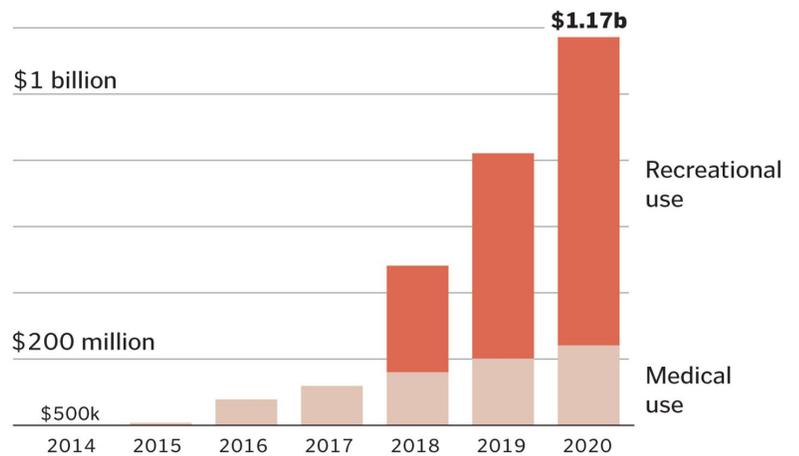
In 2019, the Massachusetts adult-use industry reported earnings of \$430 Million dollars.

Market Penetration

2022 projected Massachusetts adult-use sales are forecast at \$1.4 billion. MG's goal is to achieve a .086% annual market share or \$7,100,000.00 in gross revenue. Mass Greenwoods will achieve this market share by having at least 9,100 people visit the store per month and spend on average \$65 per visit.

Marijuana market growth

Projected value of marijuana sales in Massachusetts if legalized



SOURCE: ArcView Market Research and New Frontier

GLOBE STAFF

Marketing Goals

- Develop Brand Esthetic
- Promote brand awareness
- Increase brand visibility, trust, and recognition
- Develop an established network of ancillary cannabis businesses
- Develop a loyal customer base
- Erase the stigma associated with cannabis

Marketing Strategy

MG's marketing strategy will focus on community engagement, partnering with brands that have a similar 21+ customer profile, and the following Digital Strategies:

SEO and Content Marketing

Geofencing Cannabis Community Hotspots

Brand Partnerships (Cannabis Identifying Websites, etc.)

Social Media

Influencer Marketing

Paid Media Marketing

Additionally, we will build a 21+ online presence through the aforementioned digital strategies. Our online engagement will funnel clients to our site where they can sign up for an in-store pick-up or get in line remotely to purchase products in person.

Mass Greenwoods will utilize social media platforms including Facebook, Instagram, and the company web page, to promote our products and services. We have read and fully understand the guidelines and policies that limit our marketing abilities on these web platforms and we intend to respect and fully comply with the policy of each web platform and the Commission's regulations.

Mass Greenwoods will also practice direct marketing strategies and will:

- Develop strong relationships with our audience at 21+ events, provided that the venue certifies that 85% or more of attendees are 21+
- Attend cannabis-related conventions/events/expos/tradeshows

Mass Greenwoods is dedicated to developing a brand that is recognized and trusted within the Massachusetts community. We plan to connect with the Allston community by being involved with local organizations, and building relationships with local media, brands, and influencers who share our target audience. By being a good neighbor to other businesses and residents, we can contribute to the culture of the community and elevate our brand. We will host free classes and support the cannabis community. MG believes that gathering the community and committing to positive shared activities strengthens the Allston citizens and creates mutual support.

Marketing Restrictions

Mass Greenwoods also plans to fully adhere to the marketing guidelines implemented by the CCC and we are committed to the following:

- We will not market it any way that targets an audience under the age of 21 years old
- We will not market in any way that is deceptive or misleading
- We will not market by any by portable means, including merchandise (ie. t-shirts, cups)

Supply Chain

MWG has been developing a close relationship with Farm Bug Cooperative, an organic and premium cannabis cultivator in Massachusetts. Farmbug Coop has four community host agreements and is working on an LOI to buy/sell with MG. MG will continue to build a relationship with them to access a steady supply of flower because they are an organic and premium craft cultivator that aligns with our brand.

Additionally, MG will build relationships with other cultivators who are already producing cannabis for sale in Massachusetts to make sure we have a diversified supply chain and significantly decrease instances of shortage.

Repositrak is a technology used in the retail supply chain to ensure on-time ordering and while ensuring there is no oversupply. MG will use this technology or something similar to manage the supply chain

Financial Summary

Sales Forecast

Year 1 sales are forecasted at \$7.10 million.

Start-Up Funding

Mass Greenwoods will be funded by private capital and investors. Mass Greenwoods' initial start-up budget is \$1,500,000.

Direct Costs (COGS)

See attached Pro Forma for itemized direct costs associated with the production of Mass Greenwoods Cannabis retail location for our first year of operation.

Fixed Expenses

See attached Pro Forma for itemized operating expenses incurred by carrying out our day-to-day activities.

12 Month Profit & Loss Projections

See attached Pro Forma for numbers representing Mass Greenwoods' first 12-month profit and loss projections and 10-year Profit and Loss projections.

12 Month Cash Flow Forecast

See attached Pro Forma for numbers representing Mass Greenwoods' first 12-month Cash Flow projections and 10-year Cash Flow projections.

Operations

Operating Policies

See attached standard operating policies and procedures. All operating procedures written here are in compliance with Cannabis Control Commission 935 CMR 500.000 and 935 CMR 500.110 Adult-Use of Marijuana Legislation.

Premises



Mass Greenwoods is in the process of negotiating a lease on a prospective property located at 116 Harvard Ave, Allston, MA 02134 . The plot is in a green zone and in compliance with all governing regulations and the building is authorized to be used for the sale of adult-use cannabis. Below is a diagram of our proposed floor plan.

Customer Experience

MG utilizes market technology solutions that can shape the cannabis retail industry to drive forward ease of access and destigmatization.

In-store

Upon arrival, all customers will be greeted by a member of our security staff and will be required to show a valid ID. Our security staff will examine, match and scan all IDs. Only individuals over the age of 21 will be allowed into the shop.

Upon entry, customers will be escorted into a partitioned line where they will be provided a menu that will exhibit all of our products, their profiles, and photos. Customers will then be directed by a host to an available Budtender.

Prior to the commencement of any transaction, customers will again be required to show a valid ID to the cashier.

Mass Greenwoods will adhere to the CCC's per day limit 935 CMR 500.140(3):

- Maximum 1 oz. of flower
- Maximum 5g of concentrate

Pre-Order

Mass Greenwoods' customers will be able to pre-order their products via our website after registering for the pre-order service in-store. Once the order is ready for pick up, customers will receive a "ready notification" via text/email alert. Upon arriving at the store, customers will be required to show a valid ID and the "ready notification", at which point they will then be escorted into a partitioned "Order Ahead" line. Customers will wait until the Assistant Store Manager directs them to an available customer service representative to pick up their orders.

Card Payment Technology

MG will have on-site card payment technology by Cannpay so clients can have the option of using a card for payment

Storage

Mass Greenwoods will store all cannabis products inside a fireproof safe located in a "limited access area". Any expired, or otherwise "defective" product will be isolated and stored in a

separate, secured area, before being returned to the supplier or slated for co-mingling before organic recycling.

Inventory

Mass Greenwoods will use a real-time “Seed-to-Sale” inventory software system to track all marijuana products purchased, sold, returned, or otherwise, by assigning a unique-plant identification, a unique-batch identification number, and a barcode to monitor the transfer and development of the cannabis product. Mass Greenwoods will conduct monthly inventory rundowns and a comprehensive internal audit once a year. Every audit report will include:

- Names of auditors
- Signatures
- Titles
- Conclusions

Sustainability Initiatives

MWG Environmental Impact: Commitment to Reducing Carbon Footprint

MG is dedicated to reducing its carbon footprint through its sustainability initiatives. These initiatives will be measured annually and the information will be made public.

Recycling Program

All cardboard that come into Mass Greenwoods through the supply chain will be recycled

Renewable Energy Commitment

MG will seek a renewable energy supplier until on-site renewable energy investments can be made

Disposal

Mass Greenwoods will isolate and lock away any “defective” products for proper disposal. The wholesaler and the CCC will be immediately notified of any defective products. All organic material will be composted or recycled as per the Mass CCC guidelines for organics recycling.

Security Procedures

All security procedures written here are in compliance with Cannabis Control Commission 935 CMR 500.000 and 935 CMR 500.110 Adult-Use of Marijuana Legislation.

Mass Greenwoods will equip our location with two commercial-grade 24-hour surveillance systems to ensure the safety of our staff, consumers, the people of Allston, and our products. We will implement a system that deters unauthorized entrance into any area of our premises to prevent diversion and theft.

External Security

- Outside perimeter sufficiently lit to facility surveillance
- Commercial grade security equipment installed to alarm the perimeter, including all entry and exit points and windows
- Video cameras installed in all points of entry and exit and in the parking lot
- A silent duress alarm installed to notify local law enforcement
- Video cameras to run for 24 hours and shall provide date and time stamps
- Video camera shall be installed in all areas that may contain cannabis product
- No Loitering signs will be placed around premises

Internal Security

- All persons entering the premises must show Identification
- All persons on-premises must wear ID tag (staff and vendor)
- Limit Access Areas will be labeled with “Do Not Enter” sign
- All cannabis products are to be stored in a locked area, out of plain sight
- All production equipment will be in locked areas
- All Limited Access Areas are to be secured with electronic lock

Diversion Prevention

Mass Greenwoods Diversion prevention consists of the following:

- All MG employees will undergo diversion training per Mass CCC protocols
- Only authorized cannabis establishment agents will be allowed to handle MG products

- No unattended cannabis flower or cannabis product left out. The sole purpose of cannabis being removed from lock casing is for brief showcasing or for ringing up a sale.
- All Cannabis Flower and Product will be accounted for using inventory tracking in relation to Mass CCC seed-to-sale protocol
- Each client will have a record of purchases dating back one year to track who is sold what product and when
- MG holds the right to deny sale to any individual

Diversions Prevention during product delivery

Randomized Routes and Unmarked vehicles

Chain of custody policy and procedures approved by the Mass CCC

Management Policies & Procedures

Non-Discrimination Policy

Mass Greenwoods will recruit and hire without regard to race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or military status. We are an equal opportunity employer.

Hiring Procedure

Mass Greenwoods will hire a staff of qualified Allston residents. Our hiring timeline will go as followed:

- Application submitted via the website or in person (including a list of references)
- Mass Greenwoods checks references
- In-person interview conducted
- Greenwoods runs a background check on the applicant
- Applicant becomes employee
- Employee registers as Marijuana Establishment Agent
- The employee is trained for 30 days before working independently

Mass Greenwoods Agent Registration

All Mass Greenwoods board members, directors, employees, executives, and managers will be registered with the Massachusetts Cannabis Control Commission, sign an attestation that the individual will not engage in the diversion of marijuana products, have CORI submitted by Mass

Greenwoods to the CCC on their behalf, and the Mass CCC will be notified within 1 day of anyone who is no longer associated or employed with Mass Greenwoods. All agent registration will be renewed annually. Mass CCC will be notified of any information change regarding the agent or if the card has been lost or stolen. The agent will carry the card on them at all times when in possession of marijuana, within the marijuana establishment, or transporting marijuana. Every Mass Greenwood employee will be required to conduct 8 hours of continued cannabis-related education.

Mass Greenwoods Agent Training

All agents will be trained through the Mass CCC certified Responsible Vendor Program within 90 days of hire.

Record-Keeping Procedures

Mass Greenwoods will maintain employee records for at least three years records using an electronic storage system. We will maintain records of the following:

- Inventory Records
- Written Operating Procedure
- Seed-to-Sale tracking Records
- Personnel Records
- Business Records

Community and Social Impact Initiatives

MG can count the following as measurable key performance indicators for community and social impact:

Increased tax revenue for the state of Massachusetts (6.25% and 10.75%) and the city of Allston (3%)

Career opportunities for Allston, Ma

Career opportunities for those adversely affected by cannabis prohibition

Career opportunities for those with drug-related CORIs.

Energy awareness

Environmental Awareness

MG will actively seek to attain the Mass CCC Leadership Rating Program in the following categories:

Social Justice Leader

Energy and Environmental Leader

Compliance Leader

Local Employment Leader



CERTIFICATE OF LIABILITY INSURANCE

03/26/2024
JBO

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (WHITE EAGLE INSURANCE SOLUTIONS LLC) and CONTACT NAME (Mike Hores); INSURED (Mass Greenwoods, LLC) and INSURER(S) AFFORDING COVERAGE (Talisman Specialty Agricultural Protected Cell).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADD INS, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required): Cannabis Retail Store/Dispensary | LOCATION(S): 116 Harvard Ave, Boston, MA 02134, USA

CERTIFICATE HOLDER: Cannabis Control Commission, Union Station, 2 Washington Square, Worcester, MA 01604. CANCELLATION: 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: [Signature]

Restricting access to age 21 and older

Upon an individual entering MG's facility, a MG agent shall immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older. Employees will receive TIPS training to ensure that they are able to identify valid identification. MG will only accept valid government identification such as state drivers' licenses and/or passports. Moreover, MG will utilize 3M identification card scanners to verify the authenticity of the person's identification. If identification cannot be verified and authenticated, then patrons will not be allowed access to the facility.

No individual will be permitted beyond the secure entryway until their age has been verified. The door leading from the secure entryway to the sales floor must be unlocked remotely by the receptionist, and will automatically re-lock upon closure or after 5 seconds elapses without opening the door.

The main entrance will be staffed by a receptionist during all hours of operation and all doors will be monitored at all times by security.

There will be no public access, regardless of age, to any other exterior door of the facility. These doors will be secured by electronic locking mechanisms activated by key card and/or keypad and will be under constant video surveillance, as described in our security plan.

935 CMR 500 Compliance

The applicant will comply with all the guidelines below during the operation of the retail cannabis dispensary:

All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*

All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*

Quality control and testing

MG Inc. will comply with the following sanitary requirements:

- a. Any agent working in contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness
 - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- b. MG's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in MG's break room areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- c. MG's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- d. MG will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- e. MG's floors, walls, and ceilings will be constructed in such a manner that they may
 - i. be adequately kept clean and in good repair;
- f. MG's facility will have adequate safety lighting in all processing and storage areas, as
 - i. well as areas where equipment or utensils are cleaned;
- g. MG's buildings, fixtures, and other physical facilities will be maintained in a sanitary
 - i. condition;
- h. MG will ensure that all contact surfaces, including utensils and equipment, will be
 - i. maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
- i. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
- j. MG will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
- k. MG's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid

disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

- l. MG will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- m. MG will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
- n. MG's vendors vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

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

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

Testing

MG will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of MG's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of MG's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

MG's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the

destruction of the contaminated product and the assessment of the source of contamination.

MG will maintain testing results in compliance with 935 CMR 500.000 et seq and the record keeping policies described herein, and will maintain the results of all testing for no less than one year. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of MG's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to MG for disposal or by the Independent Testing Laboratory disposing of it directly.

Personnel Policies including background checks

Personnel Records

MG will maintain accurate personnel records by creating a dedicated employee file for every new hire. These records will be maintained for at least 12 months after termination of an employee's affiliation with the facility. Accordingly, all personnel records will contain all information required under 935 CMR 500, including:

- All materials submitted to the CCC pursuant to 935 CMR 500.030(2) regarding marijuana establishment agent applications;
- Documentation of verification of references;
- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken; and
- Notice of completed responsible vendor and eight-hour related duty training.

All employee records will be kept confidential and will only be shared with the CCC or authorized law enforcement officials. Paper files shall be kept in the locked file storage room and any electronic files will be password protected, accessible only to authorized MG personnel.

Employee Background Checks

MG will conduct a criminal history background check on every executive and any prospective employee prior to hiring that individual. MG will keep records of the results of all criminal history background checks requested and make the confirmation of criminal history background checks available for inspection upon request by the CCC or authorized law enforcement. MG will require employees to report any new or pending charges or convictions. If an employee is charged or convicted for a controlled substance-related felony or any other felony, MG will report it immediately to the CCC and terminate employment.

Workplace Safety and Emergency Response

Prior to operational startup, MG will implement a Workplace Safety & Emergency Response Plan as part of our comprehensive SOP's. The Security Manager will be responsible for training

staff regarding safety and emergency protocols and for planning scheduled safety inspections by local regulatory authorities. Detailed records of inspection results and address resulting health and safety concerns with management and staff will be maintained.

Worker Safety Standards

Employee and public safety is one of MG's foremost business considerations. Every attempt will be made to prevent accidents from occurring while conducting business. MG's safety and sanitation SOP's will address both Occupational Safety and Health Administration (OSHA) regulations and good business practices. Key personnel will be required to participate in OSHA Certification in Health and Safety educational classes.

Tobacco, Alcohol & Drug Use

MG does not allow or tolerate the use of tobacco, alcohol or any other illegal substance by their employees or visitors. All items should be kept off MG property always.

Employee Dismissal

Any employee who is found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor, shall be immediately terminated from employment. Any keys, access cards or property belonging to MG shall be returned immediately. Any access cards or codes that such an employee had access to, or potentially may have had access to, shall be disabled. In the event that a dismissed employee refuses to return a physical key, the locks which that key opens shall be immediately re-keyed.

Staffing Plan:

Executive Level:

- CEO;
- CFO/COO

Management Level:

- General Manager;
- Assistant Manager;
- Inventory Manager;

Staff Level

- Up to twenty (20) Staff Level Sales Representatives;

Consultant Level

- Human Resources Provider;
- Brand Consultant
- Up to five (5) Security Officers.

Maintaining of financial records

MG, Inc. shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

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

Furthermore, consistent with the Company's *Record Keeping Procedures*, the Company shall implement the following policies for Recording Sales

1. (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
2. (b) The Company may also utilize a sales recording module approved by the DOR.
3. (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
4. (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and take such other action directed by the Commission to comply with 935 CMR 500.105.

CMR 500 Compliance

The applicant will comply with all the guidelines below during the operation of the retail cannabis dispensary:

A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6) (required for retail only)*

A retailer shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6) (required for retail only)*

A retailer shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. *935 CMR 500.140(6) (required for retail only)*

A retailer that is co-located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). *935 CMR 500.140(6) (required for retail only)*

Qualifications and training

MG will ensure that all employees hired to work at an MG facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of MG's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

All of MG's current owners, managers, and employees will attend and successfully complete a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. MG's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. MG's owners, managers, and employees will then successfully complete the program once every year thereafter. MG will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. MG's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, MG's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

- Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- Best practices for diversion prevention and prevention of sales to minors;
- Compliance with tracking requirements;
- Acceptable forms of identification, including verification of valid photo identification
 - and medical marijuana registration and confiscation of fraudulent identifications;
- Such other areas of training determined by the Commission to be included; and
- Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;

- Maintenance of records and privacy issues;
- Prohibited purchases and practices.

Energy compliance plan

MG will implement policies and procedures for energy efficiency and conservation that will include:

- Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- MG will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

MG will incorporate the following green practices into their business model

- Recycle paper, plastic, aluminum, ink cartridges.
- Reuse packing materials and cardboard boxes.
- Use double-sided printing when possible.
- Reduce paper transactions by going digital for bill payment, vendor orders, invoices, online banking, e-mail and faxing directly from your computer.
- Eliminate disposable cups, plates, and utensils in the break room. Replace with permanent dishware.
- Switch to rechargeable batteries. Large office supply stores even have collection centers for recycling dead rechargeable batteries.
- Use eco-friendly cleaning products that are biodegradable and non-toxic.
- Purchase energy-efficient PCs, printers, and other equipment with the Energy Star label.
- Donate or recycle old computers and equipment.
- Keep up with regular maintenance of all mechanical equipment.

Any trash containing marijuana or marijuana products is required to be stored securely on site within the dispensary vault. All products will be transported back to the appropriate wholesaler cultivation facility where they may be safely destroyed. Minimal amounts of business-related waste will be generated from the facility and disposed of by commercial trash pickup.

Record Keeping Procedures

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

1. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
2. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - a. Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products;
 - v. Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

All sales recording requirements under 935 CMR 500.140(6) are followed, including:

1. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
2. Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
3. Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
4. Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
5. Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and Additional written business records will be kept, including, but not limited to, records of:
 1. Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 2. Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 3. Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

CMR 500 Compliance

The applicant will comply with all the guidelines below during the operation of the retail cannabis dispensary:

Establishments shall keep these waste records for at least three years. *935 CMR 500.105(12)*

Inventory records as required by *935 CMR 500.105(8)*. *935 CMR 500.105(9)*

Seed-to-sale tracking records for all marijuana as required by *935 CMR 500.105(8)(e)*. *935 CMR 500.105(9)*

The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with *935 CMR 500.030.935 CMR 500.105(9)*

MG will keep these waste records for at least three years. *935 CMR 500.105(12)*

MG will maintain their records in accordance with generally accepted accounting principles. *935 CMR 500.105(9)*

MG will create written operating procedures shall be maintained as required by *935 CMR 500.105(1)*. *935 CMR 500.105(9)*

MG will keep all Inventory records as required by *935 CMR 500.105(8)*. *935 CMR 500.105(9)*

MG will keep all Seed-to-sale tracking records for all marijuana as required by *935 CMR 500.105(8)(e)*.

935 CMR 500.105(9)

The following business records will be maintained:

Monetary transactions;

Assets and liabilities;

• Books of accounts;

• Sales records; and

• Salary and wages paid to each employee. *935 CMR 500.105(9)*

Diversity Plan

Mass Greenwoods recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Mass Greenwoods's diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LBGQT+. Mass Greenwoods will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Mass Greenwoods seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and LGBTQ+. Mass Greenwoods has developed specific goals, including:

Goals

Goal 1: Diverse Hiring and Recruiting

Increasing the number of individuals falling into the above-listed demographics working in the retail establishment to 51% of the total staff

- Minorities (People of color, particularly Black, African American, Latinx and Indigenous people) - 40%
- Women – 20%
- Veterans – 20%
- People with disabilities – 10%
- LGBTQ+ - 10%

Goal 2: Creating business partnerships with Cannabis Control commission-identified diverse populations

Partnering and purchasing goods and services from diverse Commission licensees: diverse suppliers, vendors, and service providers

Programs

Diverse Hiring and Recruiting

Mass Greenwoods commits to local hiring for its retail locations. It will establish and maintain an inclusive, diverse workforce using both innovative and traditional methods to recruit job candidates from underrepresented groups and communities of color. Mass Greenwoods has developed strategic initiatives to ensure a diverse and qualified staff stands ready to serve its customers' needs. Mass Greenwoods's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career fairs annually in the City of Boston
- Advertising quarterly employment opportunities in diverse publications including bilingual media, e.g., El Planeta and El Mundo and posting job options on public boards;
 - The applicant shall post quarterly advertisements in the local newspaper, The Boston Globe, stating that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the establishment.
- Whenever new employment opportunities arise, providing briefings to representatives from recruitment sources tailored to individuals falling in the above- listed demographics concerning current and future job openings. In response to the Commission's inquiry, Mass Greenwoods will focus heavily on employee retention in order to promote company stability and employee skill building, thus it is difficult to state with precision how many briefings will be needed;

- Encouraging employees to refer applicants from diverse groups for employment whenever new employment opportunities arise and are publicized to employees. In response to the Commission’s inquiry, Mass Greenwoods does not anticipate designating a specified percentage of applicants for referrals; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Creating business partnerships with Cannabis Control commission-identified diverse populations

- *Dedicated Shelf Space*

Mass Greenwoods will have dedicated Shelf Space for Commission-identified diverse populations. We are committed to dedicating 20% of our shelf space Cannabis Control commission-identified diverse populations that are creating products aligned with our brand mission and values. The applicant will use the list of licensees authorized to commence operations can be found using the Licensing Tracker at MassCannabisControl.com.

Mass Greenwoods will seek out and encourage contracts with minority-owned, women-owned, and veteran owned companies as an integral part of Mass Greenwoods business operations. Mass Greenwoods will establish productive partner relationships with local businesses to supply the goods and services we need. These relationships will also provide us with valuable insights to help us develop our local operations and our plan to address unmet needs in the community.

Mass Greenwoods is committed to supporting Commission-identified diverse populations with the continued development of their existing brands by providing marketing and communications support, retail space, product and manufacturing services, and other technical support needed to help successfully launch these brands into the legal recreational market.

- *Education Workshops*

Mass Greenwoods believes that it is important to educate commission-identified diverse populations on how to access ownership in the retail cannabis industry in MA. The applicant will also schedule and host 2 annual educational workshops and/or trainings on the retail cannabis industry in MA.

Specifically, the applicant will focus on the following topics:

- RE Estate Sourcing and acquisition
- Town and State Permitting process
- Construction Management and bidding process
- Hiring and training
- Managing overall retail cannabis dispensary operations
- Maintaining compliance with 935CMR500

Mass Greenwoods will allow at least 30 participants that fall under the category of commission-identified diverse populations to be eligible to attend each workshop. We hope to also invite local leaders that have been underrepresented in the cannabis space, providing a platform for minority, disabled, veteran, and women leaders to present and promote their cannabis-related work.

Measurements

The Chief Executive Officer (“CEO”) will be responsible for the execution, management and tracking of the Mass Greenwoods’s Diversity Plan. The CEO will compile information describing Mass Greenwoods’s progress toward its diversity goals (“Diversity Summary”) and Mass Greenwoods will release that information within 45 days of its annual report which will include a comprehensive description of all efforts made by Mass Greenwoods to monitor and enforce the Diversity Plan.

Recruiting and Hiring:

- Employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above- listed demographics in attendance; and
- Counting the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 51% of all individuals hired fall within this goal.

Diverse Suppliers & Shelf Space:

We have placed a priority on developing a diverse supplier network through the following activities:

- Identify and attend area business supplier trade shows
- Train directors and managers on sourcing diverse suppliers
- Establish monthly diversity outreach activity goals for directors and managers
- Measure the number of women suppliers, vendors, and service providers
- Measure the number of minority suppliers, vendors and service providers
- Measure the percentage of shelf space held by minority & women owned merchandise

Education Workshops:

- We will measure the diversity of leaders/speakers and presenters as it relates to their race, disability status, sexual orientation, and/or veteran status
- Counting the number of annual meetings conducted
- Counting the number of participants allowed into the event

Acknowledgments

- The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and
- Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The plan contains the timeline for showing progress or success of its plan. At a minimum, the plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).