



Massachusetts Cannabis Control Commission

Medical Marijuana Treatment Center

General Information:

License Number: RMD4217
Original Issued Date: 01/27/2025
Issued Date: 01/27/2025
Expiration Date: 01/27/2026

ABOUT THE MEDICAL MARIJUANA TREATMENT CENTER

Business Legal Name: Green Gold Group, Inc

Phone Number: 774-251-9888 Email Address: james@mcmahonstrategic.com

Business Address 1: 60 Prospect Street

Business Address 2:

Business City: North Brookfield Business State: MA

Business Zip Code: 01535

Mailing Address 1: 60 Prospect Street

Mailing Address 2:

Mailing City: North Brookfield Mailing State: MA

Mailing Zip Code: 01535

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 40

Percentage Of Control: 40

Role: Owner

Other Role:

First Name: Rafael

Last Name: Aronov

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40

Percentage Of Control: 40

Role: Owner

Other Role:

First Name: Jacob

Last Name: Aronov

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20

Percentage Of Control: 20

Role: Owner

Other Role:

First Name: Zhana

Last Name: Aronov

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Green Gold Group, Inc

Entity DBA:

DBA City:

Entity Description: Holdco for individual interests in the cannabis license

Foreign Subsidiary Narrative:

Entity Phone: 774-251-9888

Entity Email: james@mcmahonstrategic.com

Entity Website: greengold.group

Entity Address 1: 60 Prospect Street

Entity Address 2:

Entity City: North Brookfield

Entity State: MA

Entity Zip Code: 01535

Entity Country: United States

Entity Mailing Address 1: 60 Prospect Street

Entity Mailing Address 2:

Entity Mailing City: North Brookfield

Entity Mailing State: MA

Entity Mailing Zip Code: 01535

Entity Mailing Country: United States

Relationship Description: Holdco for individual interests in the cannabis license

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES DOCUMENTATION - INDIVIDUALS

No documents uploaded

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Green Gold Group, Inc

Entity DBA:

Email: james@mcmahonstrategic.com

Phone: 774-251-9888

Address 1: 60 Prospect Street

Address 2:

City: North Brookfield

State: MA

Zip Code: 01535

Country: United States

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$82103.45

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES DOCUMENTATION - ENTITY

Amounts and Sources of Capital Documentation:

Document Category	Document Name	Type	ID	Upload Date
Funds Certification	GGG Funding Attestation.pdf	pdf	659d8e16fa86d00008ce67b3	01/09/2024
Existence of Capital Verification	GGG Dec Operating Acct.pdf	pdf	659d8ecffa86d00008ce68e4	01/09/2024

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group	Business Type: Marijuana Cultivator	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 2

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group	Business Type: Marijuana Cultivator	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 3

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group	Business Type: Marijuana Cultivator	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 4

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 5

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 6

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 7

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Charlton	Marijuana Establishment State: MA	

Individual 8

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Charlton	Marijuana Establishment State: MA	

Individual 9

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Charlton	Marijuana Establishment State: MA	

Individual 10

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Marlborough	Marijuana Establishment State: MA	

Individual 11

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Marlborough	Marijuana Establishment State: MA	

Individual 12

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Marlborough	Marijuana Establishment State: MA	

Individual 13

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Palmer	Marijuana Establishment State: MA	

Individual 14

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Palmer	Marijuana Establishment State: MA	

Individual 15

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Palmer	Marijuana Establishment State: MA	

Individual 16

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Other	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 17

First Name: Jacob	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Other	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 18

First Name: Zhana	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Other	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 19

First Name: Rafael	Last Name: Aronov	Suffix:
Marijuana Establishment Name: Green Gold Group Inc	Business Type: Other	
Marijuana Establishment City: North Brookfield	Marijuana Establishment State: MA	

Individual 20

First Name: Jacob	Last Name: Aronov	Suffix:
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Marijuana Establishment Name: Green Gold Group IncBusiness Type: Other

Marijuana Establishment City: North BrookfieldMarijuana Establishment State: MA

Individual 21

First Name: ZhanaLast Name: AronovSuffix:

Marijuana Establishment Name: Green Gold Group IncBusiness Type: Other

Marijuana Establishment City: North BrookfieldMarijuana Establishment State: MA

PROPERTY DETAILS

Cultivation Address 1: 60 Prospect StreetCultivation Address 2:

Cultivation City: North BrookfieldCultivation Zip Code: 01535

Approximate square footage of the Cultivation: 153000How many abutters does this Cultivation property have?: 34

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

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ftCultivation Environment: Indoor

MARIJUANA PRODUCTION PROPERTY DETAILS

Production Address 1: 60 Prospect StreetProduction Address 2:

Production City: North BrookfieldProduction Zip Code: 01535

Approximate square footage of the Production: 1500How many abutters this production property have?: 34

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

MARIJUANA DISPENSING PROPERTY DETAILS

Retail Address 1: 1140 Thorndike StreetRetail Address 2:

Retail City: PalmerRetail Zip code: 01069

Approximate square footage of the Retail: 3949How many abutters this Retail property have?: 24

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Palmer Zoning Compliance 2.1.pdf	pdf	659d93befa86d00008ce728a	01/09/2024
Plan to Remain Compliant with Local Zoning	NB Zoning Compliance.pdf	pdf	659d93d8fa86d00008ce72c8	01/09/2024
Certification of Host Community Agreement	Palmer HCA certification executed.pdf	pdf	659d93fffa86d00008ce72df	01/09/2024
Certification of Host Community Agreement	NB HCA Cert.pdf	pdf	659d94280f1a250008acae45	01/09/2024
Community Outreach Meeting Documentation	Palmer COM 2024.pdf	pdf	65b95acc58452f0008a49cef	01/30/2024
Community Outreach Meeting	NB COM Packet 2.20.24.pdf	pdf	65d623718aa9ab0009e35020	02/21/2024

Documentation					
Executed HCA	Palmer Model HCA GGG (Fully Executed).pdf	pdf	66292857f707fa0008ef27e1	04/24/2024	
Executed HCA	NB Fully Executed Model HCA.pdf	pdf	662bcb05f707fa0008f1dd7a	04/26/2024	

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	GGG RMD4127 PIP 2.2.pdf	pdf	666c82f5d12dec0008dc685a	06/14/2024

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Rafael Last Name: Aronov

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Jacob Last Name: Aronov

Individual Background Information 3

Role: Owner / Partner Other Role:

First Name: Zhana Last Name: Aronov

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: Holdco

Entity Legal Name: Green Gold Group, Inc Entity DBA:

Entity Description: Holdco for licenses

Phone: 774-251-9888 Email: james@mcmahonstrategic.com

Primary Business Address 1: 60 Prospect Street Primary Business Address 2:

Primary Business City: North Primary Business State: Principal Business Zip Code: Principal Business Country: United
Brookfield MA 01535 States

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GGG Articles.pdf	pdf	659dc454fa86d00008ced1c0	01/09/2024
Secretary of Commonwealth - Certificate of Good Standing	GGG Corp GS 2024.pdf	pdf	659dc468fa86d00008ced1d7	01/09/2024
Department of Unemployment Assistance - Certificate of Good Standing	GGG DUA Good Standing.pdf	pdf	659dc474fa86d00008ced1eb	01/09/2024
Department of Revenue - Certificate of Good standing	GGG Tax GS 2024.pdf	pdf	659dc475fa86d00008ced1ff	01/09/2024
Bylaws	GGG Inc Bylaws.pdf	pdf	666c85d2d12dec0008dc7225	06/14/2024

No documents uploaded

Massachusetts Business Identification Number: 001339303

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Timeline.pdf	pdf	659dc57ffa86d00008ced2ea	01/09/2024
Plan for Liability Insurance	GGG Insurance.pdf	pdf	659dc598fa86d00008ced320	01/09/2024
Business Plan	Palmer Business Plan.pdf	pdf	661ed11fce0efe00092c913c	04/16/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage_Palmer.pdf	pdf	659ec547fa86d00008cf5e36	01/10/2024
Security plan	GGG Security Plan.pdf	pdf	659ec54a0f1a250008ad94d5	01/10/2024
Reduced or Free Cost Program for Financial Hardship	GGG_Compassionate_Care_Program.docx.pdf	pdf	659ec590fa86d00008cf5eff	01/10/2024
Dispensing procedures	GGG_Dispenary_SOP.docx.pdf	pdf	659ec5960f1a250008ad95eb	01/10/2024
Inventory procedures	GGG_Inventory_and_Tracking_SOP_.docx.pdf	pdf	659ec599fa86d00008cf5f47	01/10/2024
Maintaining of financial records	GGG_Maintenance_of_Financial_Records_SOP.docx.pdf	pdf	659ec5b6fa86d00008cf602c	01/10/2024
Personnel policies including background checks	GGG_Personnel_Policies_including_Background_Checks.docx.pdf	pdf	659ec5b90f1a250008ad9697	01/10/2024
Prevention of diversion	GGG_Prevention_of_Diversion_SOP.docx.pdf	pdf	659ec5bbfa86d00008cf604a	01/10/2024
Record Keeping procedures	GGG_Record_Keeping_Procedure.docx.pdf	pdf	659ec5ec0f1a250008ad96fa	01/10/2024
Personnel policies including background	GGG_Qualifications_and_Training_SOP.docx.pdf	pdf	659ec5ee0f1a250008ad9711	01/10/2024

checks				
Quality control and testing	GGG_Quality_Control_and_Product_Testing.docx.pdf	pdf	659ec5f1fa86d00008cf60f2	01/10/2024
Storage of marijuana	GGG_Storage_Cultivation_SOP.docx.pdf	pdf	659ec6240f1a250008ad97b4	01/10/2024
Transportation of marijuana	GGG_Transportation_of_Marijuana_SOP.docx.pdf	pdf	659ec626fa86d00008cf61c4	01/10/2024
Diversity plan	GGG Diversity Plan_V2.0.pdf	pdf	659ec63afa86d00008cf61ea	01/10/2024
Energy compliance plan	GGG Energy Efficiency SOP.pdf	pdf	659ec640fa86d00008cf61fe	01/10/2024
Home Delivery Policies	GGG Home Delivery.pdf	pdf	659ec6460f1a250008ad9810	01/10/2024
Samples of unique identifying marks used for branding	GGG Branding.pdf	pdf	659ec655fa86d00008cf6251	01/10/2024
Description of the types and forms of products manufactured	Types of Products to be Manufactured RMD3831.pdf	pdf	659ec90efa86d00008cf69f6	01/10/2024
Method used to produce products	GGG Production Methods 2.0.pdf	pdf	661ed141ce0efe00092c9295	04/16/2024
Policies and Procedures for cultivating.	GGG Cultivation SOP 2.0.pdf	pdf	661ed143d4cf61000818611e	04/16/2024
Security plan	GGG_Safety_Plan.docx.pdf	pdf	661ed4a9ce0efe00092c9bb6	04/16/2024

Do you intend to perform home deliveries?: Unknown

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 501.101(1) have been omitted by the applicant from any Medical Marijuana Treatment Center 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 Persons or Entities Having Direct or Indirect Control over the Medical Marijuana Treatment Center and a list of all persons or entities contributing initial capital to operate the Medical Marijuana Treatment Center 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 Medical Marijuana Treatment Center application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification:

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

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

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

I certify that all information contained within this application is true and accurate. I understand and acknowledge that applicants and licensees are required to update information that has changed.: I Agree

CULTIVATION HOURS OF OPERATION

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

PRODUCTION HOURS OF OPERATION

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

DISPENSING HOURS OF OPERATION

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

The facility is proposed for 1140 Thorndike Street, an existing commercial building.

1140 Thorndike is zoned Highway Business, which allows for medical and adult use cannabis retail. The site meets all frontage, buffer, and zoning requirements.

Palmer zoning codes require both Site Plan and Special Permit approval, and the applicant has had both approved. No other local authorities are required to approve the location or operations. A Host Community Agreement has been obtained for the site and applicant.

The Green Gold Group legal counsel will notify the licensee of any changes in zoning or other pertinent matters, based off review of the codes and close cooperation with local officials.

North Brookfield Zoning Plan

The Green Gold General Counsel will be responsible for keeping up with all zoning matters and compliance thereof. Green Gold Group began meeting with the Town of North Brookfield Police Department and Board of Selectmen in 2016 and has kept up an extremely close relationship with the Town.

Green Gold Group obtained all necessary municipal special permits and Host Community Agreements required to obtain a Provisional Certificate of Licensure for the Medical Use of Marijuana Program for the 60 Prospect Street site prior to July 1st of 2017, and therefore under Chapter 94G has an automatic right of conversion to the Adult Use of Marijuana program in the location.

North Brookfield requires cannabis facilities to be located in the Industrial District and obtain a Special Permit. The 60 Prospect Street location is zoned industrially. Green Gold Group (at the time, Healthwise Foundation) obtained the required Special Permit under Section VI, Subsection Items (H) and (G) of the North Brookfield Zoning Bylaws to permit a marijuana cultivation and processing facility. This special permit is indefinite in duration and will remain in effect so long as the facility remains in operation. The Special Permit is in good standing. Please see the attached special permit.

A certificate of occupancy has been issued for the building. The building is licensed and in use as a MMTC cultivation and processing facility, and has been in operation since April of 2018.

The location is in compliance with all zoning requirements and a Special Permit has been issued. Please see the attached 2015 North Brookfield Zoning Bylaws that the facility was permitted under. Since the facility has not moved or had a change of use the facility is considered to be a pre-existing non-conforming use for any updated zoning codes in North Brookfield.

There are no relevant building permit or Health Department requirements.



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:

Green Gold Group, Inc

2. Name of applicant's authorized representative:

James McMahon

3. Signature of applicant's authorized representative:


4. Name of municipality:

Palmer

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

Ryan McNutt

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

 Ryan McNutt town manager

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).*):

Rmcnutt@townofpalmer.com

8. Host community agreement execution date:

6/21/22

Host Community Agreement Certification Form

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

Applicant

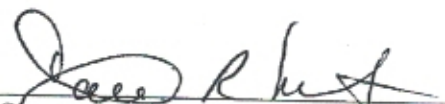
I, James McMahon, (insert name) certify as an authorized representative of Green Gold Group (insert name of applicant) that the applicant has executed a host community agreement with N. Brookfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 8/7/18 (insert date).

/s/ James McMahon

Signature of Authorized Representative of Applicant

Host Community

I, DALE R. KILEY, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for NORTH BROOKFIELD (insert name of host community) to certify that the applicant and NORTH BROOKFIELD (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on AUGUST 7, 2018 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



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): 1/25/24
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:

1/11/24

b. Name of publication:

Palmer Journal

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:

1/10/24

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:

1/10/24

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Green Gold Group, Inc

Name of applicant's authorized representative:

James McMahon

Signature of applicant's authorized representative:

DocuSigned by:

James McMahon

7516EBA179774DD...



\$87.64 / Green Gold / Journal Register 1.11

**COMMUNITY
OUTREACH MEETING**

Notice is hereby given by Green Gold Group, Inc that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **January 25, 2024 at 5:15 PM** at **1455 N Main St, Palmer, MA 01069 (Palmer Public Library)**. The proposed Medical Marijuana Treatment Center (Retail dispensary only, no cultivation, manufacturing, or onsite use) is anticipated to be located at 1140 Thorndike Street, Palmer, MA 01069. This will be colocated with Green Gold Group's previously approved adult-use marijuana retail establishment at that address. There will be an opportunity for the public to ask questions.

01/11/2024



James McMahon <james@mcmahonstrategic.com>

Community Outreach Meeting for GGG Medical

2 messages

James McMahon <james@mcmahonstrategic.com>

Wed, Jan 10, 2024 at 10:46 AM

To: Mike Marciniak <palmerpb1@icloud.com>

Cc: mottomaniello@townofpalmer.com, scoache <scoache@townofpalmer.com>

Hi all, I hope everyone is doing well!

I wanted to let you know about the community outreach meeting for our medical retail license in Palmer, taking place on 1/25/24 at 5:15 PM at 1455 N Main St, Palmer, MA 01069 (Palmer Public Library).

This is for the replacement license for the original medical one we moved to our Marlborough location, and as that has been approved by the CCC to transfer, we're reapplying for a Palmer med license. Our recreational license for that location was not affected.

If anyone is free and wants to stop by the library to hear the presentation for the 3rd time (eg, for our original location, for the new location, and now for this license), I'll see you there!

Thanks,
James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

James McMahon <james@mcmahonstrategic.com>

Wed, Jan 10, 2024 at 10:58 AM


To: Mike Marciniak <palmerpb1@icloud.com>

Cc: mottomaniello@townofpalmer.com, scoache <scoache@townofpalmer.com>

And for everyone's record- here is a copy of the notice that will run in the paper and be mailed to the abutters - thanks!

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

[Quoted text hidden]

 **Palmer 2024 Notice.docx**
13K

Hello Neighbor,

Notice is hereby given by Green Gold Group, Inc that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 1/25/24 at 5:15 PM at 1455 N Main St, Palmer, MA 01069 (Palmer Public Library) .

The proposed Medical Marijuana Treatment Center (Retail dispensary only, no cultivation, manufacturing, or onsite use) is anticipated to be located at 1140 Thorndike Street, Palmer, MA 01069.

This will be colocated with Green Gold Group's previously approved adult-use marijuana retail establishment at that address. There will be an opportunity for the public to ask questions.

Thank you,

Green Gold Group, Inc



Attachment C



NORTH BROOKFIELD
357 N MAIN ST
NORTH BROOKFIELD, MA 01535-9998
(800)275-8777

01/10/2024

01:28 PM

Product	Qty	Unit Price	Price
Thinkofyou Ph/20	2	\$13.20	\$26.40
Women's Soccer	11	\$0.66	\$7.26

Grand Total: \$33.66

Credit Card Remit \$33.66

Card Name: AMEX
Account #: XXXXXXXXXXXX2067
Approval #: 587132
Transaction #: 816
Fallback/Swiped

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 245321-0535
Receipt #: 840-50180246-1-3207549-2
Clerk: 01

Hello Neighbor,

Notice is hereby given by Green Gold Group, Inc that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 1/25/24 at 5:15 PM at 1455 N Main St, Palmer, MA 01069 (Palmer Public Library) .

The proposed Medical Marijuana Treatment Center (Retail dispensary only, no cultivation, manufacturing, or onsite use) is anticipated to be located at 1140 Thorndike Street, Palmer, MA 01069.

This will be colocated with Green Gold Group's previously approved adult-use marijuana retail establishment at that address. There will be an opportunity for the public to ask questions.

Thank you,

Green Gold Group, Inc



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): 2/20/2024
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:

2/2/20

b. Name of publication:

Quabog Current

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:

1/30/20

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:

1/31/2024

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Green Gold Group, Inc

Name of applicant's authorized representative:

James McMahon

Signature of applicant's authorized representative:

DocuSigned by:

James McMahon

7516EBA179774DD...



\$78.72 / Community Outreach / Quaboag Current 2.2**COMMUNITY
OUTREACH MEETING**

Notice is hereby given by Green Gold Group that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Tuesday, February 20, 2024 at 5:00 PM** at **55 School Street, North Brookfield, MA 01535** (NB Police Station). The proposed Medical Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 60 Prospect Street, North Brookfield, MA 01535. This meeting is being held in order to open a Medical Marijuana retail establishment in Palmer, MA. There will be no change, increase, or other effect on GGG's existing North Brookfield operations. There will be an opportunity for the public to ask questions. This meeting is being held due to a clerical error in scheduling the original meeting advertised for 1/29/24, not for a separate project.
02/02/2024



James McMahon <james@mcmahonstrategic.com>

GGG Community Outreach Meeting for Palmer Medical Retail

James McMahon <james@mcmahonstrategic.com>

Tue, Jan 30, 2024 at 5:04 PM

To: sbuzzell1@northbrookfield.net

Cc: W King <whking2005@gmail.com>, jpetraitis@northbrookfield.net

Hi all, apologies for the inconvenience last night! Complete clerical error on my part - I had booked the room for the 30th, put it in my calendar for the 30th, and ran the ad for the 29th. I have a new meeting scheduled for Tuesday 2/20 - this time triple-checked. Hope to see you there- thank you

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

On Wed, Jan 10, 2024 at 11:01 AM James McMahon <james@mcmahonstrategic.com> wrote:

[Quoted text hidden]

**Community Outreach 2.2 QC.pdf**

47K



COMMUNITY OUTREACH MEETING

Hello Neighbor,

Notice is hereby given by Green Gold Group that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 20, 2024 at 5:00 PM at 55 School Street, North Brookfield, MA 01535 (NB Police Station).

The proposed Medical Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 60 Prospect Street, North Brookfield, MA 01535.

This meeting is being held in order to open a Medical Marijuana retail establishment in Palmer, MA. There will be no change, increase, or other effect on GGG's existing North Brookfield operations.

There will be an opportunity for the public to ask questions.

Please note, this meeting is being held due to a clerical error in scheduling the original meeting advertised for 1/29/24, not for a separate project.

Thank you,

Green Gold Group

Plan for Positive Impact 2.1

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located adjacent to the towns of Monson and Spencer, which is listed in the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our nearby communities.

Goals

GGG intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart.

As our RMD facility is located adjacent to Monson and Spencer, each an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Monson and Spencer, as well as training residents of Monson and Spencer for participation in the cannabis industry.

Frequency: Monthly postings and publications of job openings and trainings

Duration: Until at least 20 spots are filled

Targeted audience: Past and present residents of Monson and Spences

MEASUREMENT OF GOALS

Residents of the disproportionately affected area of Monson and Spencer will be targeted through publication, monthly until at least **20** spots are filled, for the Green Gold Group Palmer RMD facility and North Brookfield RMD production facility, as well as the job training program in local newspapers, online, and community bulletins.

Our job training programs will take place at GGG facilities in the towns of North Brookfield and Charlton, conveniently located near the identified areas of disproportionate impact.

Not only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates we don't match with find open gainful employment in the cannabis industry.

In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the following enumerated categories: 1) Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. The designation of these areas will be re-evaluated periodically. 2) State-designated Economic Empowerment priority applicants 3) State-designated Social Equity Program participants 4) Massachusetts residents who have past drug convictions 5) Massachusetts residents with parents or spouses who have drug convictions

Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry.

Measurements

The Company intends to begin its community impact initiative beginning on the date of licensure and hopes to achieve the following one-year targets near the time for the renewal of the license:

1. The company currently has 19 employees from Spencer under other licenses. We intend to hire at least 10 more employees from Spencer in the next year.
2. The company intends 50% of its own Palmer workforce to fall into one of the enumerated categories above, as the facility is located adjacent to an area of disproportionate impact.

This plan contains the timeline for showing progress or success of its plan. At a minimum, 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).

In that documentation of progress or success, GGG will report on topics including but not limited to:

- Number of individuals hired and retained as employees at GGG
- Number of individuals trained from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

GGG has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Spencer and Monson communities.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The Commonwealth of Massachusetts

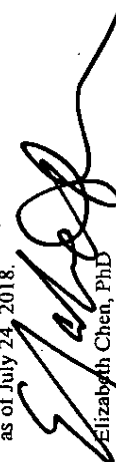
William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

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

Healthwise Foundation, Inc. is a registrant
with the Department of Public Health
in accordance with 105 CMR 725.100(C)
as of July 24, 2018.


Elizabeth Chen, PhD
Interim Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of the non-profit: Healthwise Foundation, Inc.

001186405

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

Green Gold Group, Inc

(3) The plan of entity conversion was duly approved in accordance with the law.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Green Gold Group, Inc.

ARTICLE II

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

To engage in the cultivation, production, dispensing and sale of ^{medical} marijuana and ^{medical} marijuana products in Massachusetts, as permitted by Massachusetts law, and to engage in all activities that are related or incidental thereto and all other activities that are permitted by Domestic Business Corporations in Massachusetts.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

ARTICLE IV

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

N/A

ARTICLE V

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

N/A

ARTICLE VI

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

See Attachment Page 6A

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

ATTACHMENT PAGES 6A TO THE ARTICLES OF ENTITY CONVERSION OF
HEALTHWISE FOUNDATION, INC.,
FROM A DOMESTIC NON-PROFIT TO A DOMESTIC BUSINESS CORPORATION

1. Minimum Number of Directors. The Board of Directors may consist of one or more individuals, notwithstanding the number of shareholders.
2. Personal Liability of Directors to Corporation. No Director shall have personal liability to the Corporation for monetary damages for breach of his or her fiduciary duty as a Director notwithstanding any provision of law imposing such a liability, provided that this provision shall not eliminate or limit the liability of the Director (a) for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the Director derived an improper personal benefit.
3. Shareholder Vote Required to Approve Matters Acted on by Shareholders. With respect to any matter as to which the affirmative vote of more than a majority of the shares in any voting group shall be required by the provisions of Chapter 156D of the General Laws of Massachusetts for the approval of the matter, the affirmative vote of a majority of all the shares in any such voting group eligible to vote on the matter shall be sufficient for the approval of the matter, notwithstanding that such greater vote on the matter would be otherwise required.
4. Shareholder Action Without a Meeting by Less Than Unanimous Consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes otherwise necessary to take the action at a meeting at which all shareholders entitled to vote on the action would be present and voting.
5. Authorization of Directors to Make, Amend or Repeal Bylaws. The Board of Directors may make, amend, and repeal the bylaws of the Corporation, in whole or in part, except with respect to any provision thereof which, by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, these Articles of Organization or the bylaws, requires action directly and exclusively by the shareholders.
6. Authority of Directors to Create New Classes and Series of Shares. The Board of Directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create

one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof, and the preferences, limitations and relative rights applicable thereto, provided that the Board of Directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in these Articles of Organization.

7. Meetings of Shareholders. All meetings of shareholders may be held within the Commonwealth of Massachusetts or elsewhere within the United States. Such meetings may be held by telephone, webinar or other electronic means.
8. Partnership Authority. The Corporation may be a partner, general or limited, in any business enterprise which it would have the authority to conduct by itself.
9. Shareholder Examination of Corporation Records. Except as otherwise provided by law, no shareholder shall have any right to examine any property or any books, accounts or other writings of the Corporation if there is reasonable ground for belief that such examination will, for any reason, be adverse to the interests of the Corporation. A vote of the Board of Directors refusing permission to make such examination shall be prima facie evidence that such examination would be adverse to the interests of the Corporation. Every such examination shall be subject to reasonable regulations as Board of Directors may establish in regard thereto.

ARTICLE VII

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

ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:
398 Columbus Avenue, #1099, Boston, MA 02116
- b. The name of its initial registered agent at its registered office:
James McMahon
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Rafael Aronov

Treasurer: Frank Pasatieri, Jr.

Secretary: Zhana Aronov

Director(s): Rafael Aronov, Jacob Aronov, Zhana Aronov

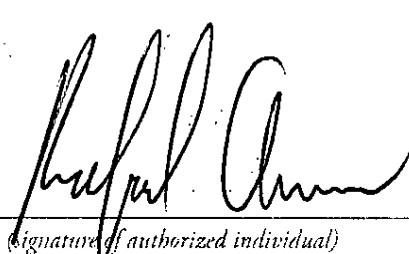
- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:

Medical Marijuana establishments pursuant to Massachusetts law

- f. The street address of the principal office of the corporation:
60 Prospect Street, North Brookfield, MA 01535
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

60 Prospect Street, North Brookfield, MA 01535, which is
(number, street, city or town, state, zip code)

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

Signed by: 
(signature of authorized individual)

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

on this 20th day of July, 2018

SECRETARY OF THE
COMMONWEALTH

2018 JUL 31 PM 1:06
CORPORATIONS DIVISION

COMMONWEALTH OF MASSACHUSETTS

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

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

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 475 having been paid, said articles are deemed to have been filed with me this 31 day of July, 20 18, at _____ a.m./p.m.
time

Effective date: _____

(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

DB

Name approval

Filing fee: Minimum \$250

2451

C

TO BE FILLED IN BY CORPORATION

Contact Information:

M

Jennifer K. Crawford

Smith, Costello & Crawford, 50 Congress Street, Suite 420

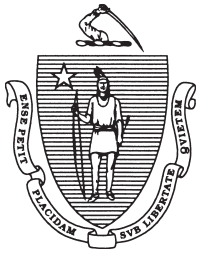
Boston, MA 02109

Telephone: 617-523-0600

Email: jcrawford@publicpolicylaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

1314875



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 05, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,
GREEN GOLD GROUP, INC.

is a domestic corporation organized on **July 31, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 24010056910

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

Processed by: smc



Certificate of Compliance

GREEN GOLD GROUP, INC
60 PROSPECT ST
NORTH BROOKFIELD MA 01535-1445

Date: January 4, 2024
Letter ID: L0001292619
Employer ID (FEIN): XX-XXX4402

Certificate ID: L0001292619

The Department of Unemployment Assistance certifies that as of 03-Jan-2024, GREEN GOLD GROUP, INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduza-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາພາກເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែភ្លាមៗឱ្យបានត្រឹមត្រូវ។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



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

mass.gov/dor

Letter ID: L2003755168
Notice Date: January 3, 2024
Case ID: 0-002-261-595



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN GOLD GROUP, INC.
60 PROSPECT ST
NORTH BROOKFIELD MA 01535-1445

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

BYLAWS

OF

Green Gold Group, Inc.

BYLAWS

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ARTICLE I

SHAREHOLDERS

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

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

1.3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is fixed by the Board of Directors, the Chief Executive Officer or the President and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.12 of these Bylaws.

1.4. Requirement of Notice. A written notice of the date, time and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section 1.4 to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III of these Bylaws.

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

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or, to the extent authorized by law, a resolution of the Board of Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter, provided always that less than such a quorum shall have the power to adjourn a meeting of shareholders from time to time. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the “MBCA”), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

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

1.7. Voting and Proxies.

(a) Except as provided in this Section 1.7(a) or unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders’ meeting. Only shares are entitled to vote, and each fractional share, if any, is entitled to a proportional vote. Absent special circumstances, the shares of the Corporation are not entitled to vote if they are owned, directly or indirectly, by another entity of which the Corporation owns, directly or indirectly, a majority of the voting interests; provided, however, that nothing in these Bylaws shall limit the power of the Corporation to vote any shares held by it, directly or indirectly, in a fiduciary capacity. Unless the Articles of Organization provide otherwise, redeemable shares are not entitled to vote after notice of redemption is given to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price upon surrender of the shares.

(b) A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a

proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA, or any successor Section thereto, and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

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

1.9. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of shareholders as it shall deem appropriate, including without limitation such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of shareholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to shareholders, their duly authorized and constituted proxies or attorneys or such other persons as shall be determined; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

1.10. Action Without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or

more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section 1.10. A consent signed under this Section 1.10 has the effect of a vote at a meeting.

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

1.11. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be (a) the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or (b) in the case of action without a meeting by written consent, the date the first shareholder signs the consent or (c) for purposes of determining shareholders entitled to demand a special meeting of shareholders, the date the first shareholder signs the demand or (d) for purposes of determining shareholders entitled to a distribution, other than one involving a purchase, redemption or other acquisition of the Corporation's shares, the date the Board of Directors authorizes the distribution. A record date fixed under this Section 1.11 may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

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

proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.13. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

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

1.14. Shareholder List for Meeting.

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

(b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder or his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

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

ARTICLE II

DIRECTORS

2.1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

2.2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in the Articles of Organization or these Bylaws, the Directors shall be elected by the shareholders at the annual meeting.

2.3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. Notwithstanding the foregoing, if the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

2.4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors.

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

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

2.7. Removal. The shareholders may remove one or more Directors with or without cause, but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for

cause by the Directors by vote of a majority of the Directors then in office, but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

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

2.9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary, any two Directors or one Director in the event that there is only one Director.

2.10. Notice. Special meetings of the Board of Directors must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.

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

2.12. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.

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

2.14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.14 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.14 has the effect of a meeting vote and may be described as such in any document.

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

2.16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 2.10 through 2.15 of these Bylaws shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors to the extent permitted by law. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 2.18 of these Bylaws.

2.17. Compensation. The Board of Directors may fix the compensation of Directors.

2.18. Standard of Conduct for Directors.

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

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.18.

2.19. Conflict of Interest.

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

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

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

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section 2.19, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

(c) For purposes of clause (1) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved or ratified under this Section 2.19 by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this Section 2.19. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) of this Section 2.19 if the transaction is otherwise authorized, approved or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection (d). Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b) of this Section 2.19, may not be counted in a vote of shareholders to determine whether to authorize, approve or ratify a conflict of interest transaction under clause (2) of subsection (a) of this Section 2.19. The vote of those shares, however, is counted in determining whether the transaction is approved under other provisions of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section 2.19.

2.20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section 2.20 shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

Except as otherwise provided by law, all notices provided for under these Bylaws shall conform to the following requirements:

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

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

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

(d) Written notice by electronic transmission by the Corporation to any of its shareholders, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such

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

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

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

ARTICLE IV

OFFICERS

4.1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws, including, but not limited to, a Chairman of the Board, a Vice Chairman of the Board, a Chief Executive Officer and one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights.

4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder.

4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.

4.5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

4.6. Removal. The Board of Directors may remove any officer at any time with or without cause. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

4.7. Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.

4.8. Chairman of the Board and Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board, who need not be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chairman of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.9 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board of Directors and shareholders.

If the Board of Directors appoints a Vice Chairman of the Board, he or she shall, in the event of the absence, inability or refusal to act of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him or her by the Board of Directors.

4.9. President; Chief Executive Officer. Unless the Board of Directors has designated the Chairman of the Board or another person as Chief Executive Officer, the President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or, if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and, when so performing such duties, shall have all the powers of and be subject to all the restrictions upon, the Chief Executive Officer.

4.10. Vice Presidents. Any Vice President shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

4.11. Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors, the Chief Executive Officer or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors, the Chief Executive Officer or the President, to make proper accounts of such funds, and to render as required by the Board of Directors, the Chief Executive Officer or the President statements of all such transactions and of the financial condition of the Corporation.

Any Assistant Treasurer shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

4.12. Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of shareholders and Directors, to attend all meetings of shareholders and Directors, to prepare minutes of the meetings of shareholders and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of shareholders or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.

4.13. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

4.14. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented

by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.14.

ARTICLE V

PROVISIONS RELATING TO SHARES

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

5.2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the Chief Executive Officer, the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

5.3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The

authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

5.4. Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws. Notwithstanding anything to the contrary herein, to the extent the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the Corporation shall be entitled to treat the beneficial owner of shares as the shareholder to the extent of the rights granted by a nominee certificate on file with the Corporation.

5.5. Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

6.1. Records to be Kept.

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

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

- (1) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
- (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
- (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
- (4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (5) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
- (6) a list of the names and business addresses of its current Directors and officers; and
- (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1(b) of these Bylaws, copies of any of the records of the Corporation described in said Section 6.1(b) if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

- (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
- (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 6.1(a) of these Bylaws.

(c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:

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

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

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

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

(d) For purposes of this Section 6.2, “shareholder” includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

6.3. Scope of Inspection Right.

(a) A shareholder’s agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.

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

(d) The Corporation may comply at its expense with a shareholder’s demand to inspect the record of shareholders under clause (3) of subsection (b) of Section 6.2 of these Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder’s demand.

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

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

ARTICLE VII

INDEMNIFICATION

7.1. Definitions. In this Article VII the following words shall have the following meanings unless the context requires otherwise:

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

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

“Disinterested Director” is a Director who, at the time of a vote or selection referred to in Section 7.4 of these Bylaws, is not (a) a party to the proceeding, or (b) an individual having a familial, financial, professional or employment relationship with the Director or officer whose standard of conduct is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director’s judgment when voting on the decision being made.

“Expenses” includes, without limitation, attorneys’ fees, retainers, court costs, transcript costs, fees and expenses of experts, travel expenses, duplicating costs, printing and binding costs, telephone and telecopy charges, postage, delivery service fees and other disbursements or expenses of the type customarily incurred in connection with a proceeding, but shall not include the amount of judgments, fines or penalties against a Director or officer or amounts paid in settlement in connection with such matters.

“Liability” is the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

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

“Proceeding” is any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal.

7.2. Indemnification of Directors and Officers.

(a) Subject to Sections 7.4 and 7.5 of these Bylaws and except as otherwise provided in this Section 7.2, the Corporation shall, to the fullest extent permitted by law (as such

may be amended from time to time), indemnify an individual in connection with any proceeding as to which such individual is, was or is threatened to be made a party by reason of such individual's status as a Director or officer. In furtherance of the foregoing and without limiting the generality thereof:

(i) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (A) (1) he or she conducted himself or herself in good faith; and (2) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (3) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (B) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section;

(ii) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is an officer (but not a Director) against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this clause (ii) shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer; and

(iii) notwithstanding any other provision of this Article VII, the Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer against reasonable expenses incurred by him or her in connection with the proceeding.

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

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section 7.2.

(d) Unless ordered by a court of competent jurisdiction, the Corporation may not indemnify a Director or officer under this Section 7.2 if his or her conduct did not satisfy the relevant standards set forth in this Section 7.2.

(e) Notwithstanding anything to the contrary in this Article VII, except as required by law:

(i) the Corporation shall not indemnify a Director or officer in connection with a proceeding (or part thereof) initiated by such Director or officer unless the initiation thereof was approved by the Board of Directors; and

(ii) the Corporation shall not be required to make an indemnification payment to a Director or officer to the extent such Director or officer has otherwise actually received such payment under any insurance policy, agreement or otherwise, and in the event the Corporation makes any indemnification payments to such Director or officer and such Director or officer is subsequently reimbursed from the proceeds of insurance, such Director or officer shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

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

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.2 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.4 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.2 of these Bylaws.

Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

7.4. Procedures for Indemnification; Determination of Indemnification.

(a) In order to obtain indemnification or advancement of expenses pursuant to this Article VII, a Director or officer shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to such Director or officer and is reasonably necessary to determine whether and to what extent such Director or officer is entitled to indemnification or advancement of expenses. After receipt of such written request, the Corporation shall consider in good faith whether such Director or officer is entitled to indemnification or advancement of expenses hereunder, subject to the provisions of Section 7.4(b) below.

(b) With respect to requests under Section 7.2 of these Bylaws, no indemnification shall be made unless the Corporation determines that the Director or officer has met the relevant standard of conduct set forth in such Section 7.2. The determination of whether such Director or officer has met the relevant standard of conduct set forth in such Section 7.2, and any determination that expenses that have been advanced pursuant to Section 7.3 of these Bylaws must be subsequently repaid to the Corporation, shall be made in each instance:

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

(ii) by special legal counsel (A) selected in the manner prescribed in clause (i) of this subsection (b); or (B) if there are fewer than two Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate; or

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

7.5. Notification and Defense of Claim; Settlements.

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

(b) The Corporation shall not be required to indemnify the Indemnitee under this Article VII for any amounts paid in settlement of any proceeding effected without its written consent. The Corporation shall not settle any proceeding in any manner that would impose any

penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor the Indemnatee will unreasonably withhold his, her or its consent to any proposed settlement.

7.6. Partial Indemnification. If a Director or officer is entitled under any provision of this Article VII to indemnification by the Corporation for a portion of the liabilities incurred by him or her or on his or her behalf in connection with any proceeding, but not for the total amount thereof, the Corporation shall nevertheless indemnify such Director or officer for the portion of such liabilities to which such Director or officer is entitled.

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

7.8. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article VII with respect to any proceeding arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

7.9. Application of this Article.

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

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

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

(d) If this Article VII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer as to any liabilities in connection with a proceeding to the fullest extent

permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

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

ARTICLE VIII

MISCELLANEOUS

8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.

8.2. Seal. The seal of the Corporation shall, subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.

8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by the Corporation.

8.4. Evidence of Authority. A certificate by the Secretary, an Assistant Secretary or a temporary Secretary as to any action taken by the shareholders, Directors, any committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

8.5. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.

8.6. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

8.7. Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE IX

AMENDMENTS

9.1. General. The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision

thereof which by virtue of an express provision in the MBCA, the Articles of Organization or these Bylaws, requires action by the shareholders.

9.2. Notice. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed by the shareholders.

9.3. Quorum and Required Vote.

(a) If authorized by the Articles of Organization, a Bylaw amendment adopted by shareholders may provide for a greater or lesser quorum requirement for action by any voting group of shareholders, or for a greater affirmative voting requirement, including additional separate voting groups, than is provided for in the MBCA.

(b) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(c) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(d) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.

(e) If the Board of Directors is authorized to amend these Bylaws, approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

EXHIBIT A

SECRETARY’S CERTIFICATE

GREEN GOLD GROUP BYLAWS.

I, Zhana Aronov hereby certify that:

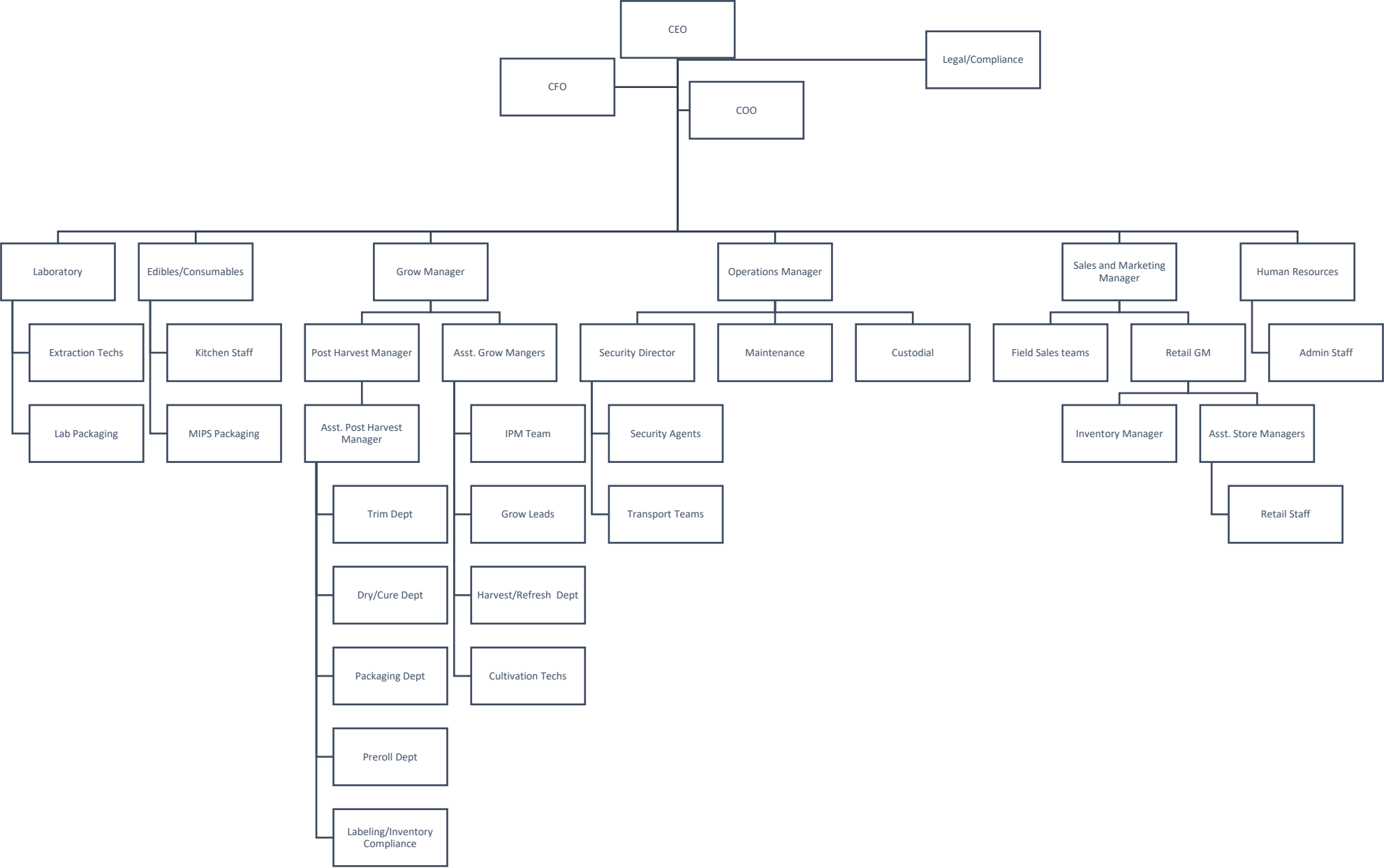
1. I am the duly designated and acting Corporate Secretary of Green Gold Group, Inc. (“the Company”), a Massachusetts corporation.
2. At a duly authorized meeting of the Board of Directors of the Company held on July 31st, 2018, a quorum of Directors being present and voting throughout the meeting voted to approve the Company’s Bylaws.
3. The proceeding document is a true and correct copy of the Company’s Bylaws as adopted by the Board of Directors at its meeting held on July 31st, 2018.
4. Such Bylaws are in full force and effect and have not been rescinded; nor have such Bylaws been amended.

IN WITNESS WHEREOF, I have hereunto set my hand this Eighth day of March, 2019.

Zhana Aronov, Corporate Secretary

Document 2B

GGG Org Chart 8/22



Document 2E

SECURED PROMISSORY NOTE

\$712,115.10

December [], 2022

FOR VALUE RECEIVED, Green Gold Group, Inc., a Massachusetts corporation (the “Maker”), promise to pay to the order of Local Roots NE Inc., a Massachusetts corporation, or its respective successors, assigns or transferees (collectively, the “Payee”), at the location designated by Payee in the Security Agreement (herein defined), or such other place as Payee may designate from time to time in writing, the principal sum of SEVEN HUNDRED TWELVE THOUSAND ONE HUNDRED FIFTEEN and 00/100 Dollars (\$712,115.10) (the “Loan”), in lawful money of the United States of America, together with interest thereon from the date hereof as follows:

1. **The Note.** This Secured Promissory Note (this “Note”) is being issued by Maker as of the date first listed above, pursuant to the term of that certain Asset Purchase Agreement by and between Maker and Payee, dated December [], 2022 (as amended from time to time pursuant to the terms thereof, the “Purchase Agreement”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement or the Security Agreement (as defined herein), as applicable. The principal balance of this Note advanced, outstanding and unpaid from time to time is referred to as the “Principal Amount”. As used herein, the term “Obligations” shall mean and include the obligations for the payment of the Loan and any other amounts due and owing to Payee under this Note, the Security Agreement, any other Loan Document (herein defined) or the Purchase Agreement, as more particularly defined in Section 20(f). In no event shall the principal and interest accrued thereon in accordance with the terms of this Note to be paid to the Payee hereunder be less than SEVEN HUNDRED TWENTY FIVE THOUSAND and 00/100 Dollars (\$725,000.00) in the aggregate.

2. **Interest Rate.**

(a) **Interest.** The Principal Amount shall bear simple interest at a fixed annual rate of interest of four percent (4.00%) per annum, and shall accrue on the basis of actual number of days elapsed and a 365-day year from the date of this Note up to the Maturity Date (herein defined) and be payable as set forth in Paragraph 3 below.

(b) **Maximum Interest.** In no event shall the interest charged with respect to the Note or any other obligations (including the Obligations) of the Maker, under any Loan Document, exceed the maximum amount permitted under the Laws of The Commonwealth of Massachusetts or of any other applicable jurisdiction.

(c) **Default Rate.** At the election of the Payee, upon and following the occurrence of any Event of Default, the Maker shall pay interest (after, as well as before, entry of judgment thereon, to the extent permitted by law) on the Loan under this Note at a rate per annum equal to eighteen percent (18.00%) (the “Default Rate”). All such interest shall be payable in cash and in arrears on demand of the Payee.

3. **Payments of Principal and Interest.**

(a) Interest accrues from the date of this Note through the Maturity Date.

(b) Maker shall pay to Payee payments of principal and interest due under this Note as follows:

- (i) Maker shall pay to Holder ten (10) equal monthly installments of \$72,500.00 beginning on the Commencement Date and then on the last business day of each month thereafter (excluding the month of the Commencement Date). The “Commencement Date” is the date that is two (2) months following the Closing Date (as defined in the Purchase Agreement).
- (ii) The entire unpaid balance of principal and all accrued interest, if any, shall be due and payable on December [REDACTED], 2023¹ (the “Maturity Date”), unless due earlier following an Event of Default (as defined herein) hereunder.
- (c) In the event that Maker does not timely pay any amount due hereunder in accordance with the terms hereof, Maker shall pay a one-time late payment penalty equal to ten percent (10%) of such outstanding amounts as calculated at the time of such payment.
- (d) All payments received by the Payee in respect of any Obligations owed to the Payee shall be applied to the Obligations as follows:
 - (i) first, to the payment of any fees, costs and expenses, including attorney costs, of the Payee payable or reimbursable by the Maker under the Note or the Security Agreement;
 - (ii) second, to the payment of all accrued and unpaid interest on the Obligations fees then due and payable owed to the Payee;
 - (iii) third, to payment of the Principal Amount of the Loan then due and payable; and
 - (iv) fourth, to payment of any other amounts owing constituting Obligations.

In carrying out the foregoing, amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category. Any amounts prepaid under this Section 3) in respect of the Principal Amount of Loan shall be applied to the principal repayment installments thereof in inverse order of maturity.

4. **Security.** The obligations of Maker hereunder shall be secured by, and Payee shall be entitled to a security interest in certain assets of Maker pursuant to that certain Security Agreement dated as of even date herewith (the “Security Agreement”) from Maker for the benefit of Payee. The Security Agreement, this Note and any other documents or instruments delivered to Payee in connection with the Loan are referred to as the “Loan Documents”. As used herein, the term “Collateral” shall mean such term as defined in the Security Agreement.

5. **Prepayments.** Maker shall have the right at any time to prepay, without premium or penalty, all or any part of the unpaid principal balance of this Note, provided that at the time of any such prepayment, Maker shall also pay all accrued interest on the amount of such principal sum so prepaid.

6. **Events of Default.** As used herein, “Event of Default” shall mean any of the following:

- (a) Maker defaults in making any payment of principal or interest required to be made on this Note within seven (7) business days of when due;

¹ **Note to Draft:** Date will be the anniversary of the closing date.

(b) Maker breaches any representation, warranty or covenant set forth herein or in the Purchase Agreement and fails to cure within the permitted cure period, if applicable;

(c) Maker fails to timely pay the Inventory Purchase Price (as defined in the Purchase Agreement) in accordance with the Purchase Agreement; or

(d) Maker (i) commences any case, proceeding or other action (x) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it or him, or seeking to adjudicate it or him as bankrupt or insolvent, or seeking reorganization, arrangement, composition or other relief with respect to its or his debts, or (y) seeking appointment of a receiver, trustee, custodian or other similar official for it or him or for all or any substantial part of its or his assets, or shall make a general assignment for the benefit of its or his creditors, or (ii) is the debtor named in any other case, proceeding or other action of a nature referred to in clause (i) above which results in the entry of an order for relief or any such adjudication or appointment remains undismissed, undischarged or unbonded for a period of sixty (60) days, or (iii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the facts set forth in clause (i) or (ii) above.

7. Remedies.

7.1 Upon the occurrence of and during the continuation of an Event of Default set forth in Section 6 above, Payee may, in its sole and absolute discretion, and subject to obtaining approval by the applicable Governmental Authority to the extent needed:

(a) declare all or any portion of the unpaid Principal Amount of the Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, terminate any then outstanding commitments to lend to Maker; without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Maker; and/or

(b) elect to apply the Default Rate to all Obligations then outstanding which shall accrue interest and be payable at such Default Rate; and/or

(c) exercise all rights and remedies available to it under the Loan Documents or the Purchase Agreement, or applicable law; the unpaid Principal Amount of the Loan and all interest accrued thereon and other amounts as aforesaid shall automatically become due and payable without further act of Payee; and/or

(d) require Maker to cooperate with Payee in seeking to have any of the Collateral sold, assigned, transferred or otherwise disposed including, but not limited to, providing all required and necessary cooperation to ensure that, to the extent permissible by applicable law or regulation all Cannabis Licenses or Permits (as defined in the Purchase Agreement) are transferred to Payee or its designee; and/or

(e) exercise all of the rights and remedies of a secured party under the UCC or under other Requirement of Law, and all other legal and equitable rights to which Payee may be entitled, all of which rights and remedies shall be cumulative and shall be in addition to any other rights or remedies contained in this Note, the Security Agreement or any of the other Loan Documents, and none of which shall be exclusive; and/or

(f) exercise its right to sell or otherwise dispose of all or any Collateral in its then current condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, all as Payee, in its sole discretion, may deem advisable. Payee may, at its option, disclaim any and all warranties regarding the Collateral in connection with any such sale. The Maker agrees that ten (10) days' prior written notice of any public or private sale or other disposition of Collateral shall be reasonable notice thereof, and such sale shall be at such locations as Payee may designate in such notice. Payee shall have the right to sell, lease or otherwise dispose of the Collateral, or any part thereof, for cash, credit or any combination thereof, and Payee may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations. The proceeds realized from the sale of any Collateral shall be applied in accordance with Section 3(d). If any deficiency shall arise, the Maker shall remain liable to Payee therefor.

7.2 Payment of Costs and Expenses. Upon the occurrence of an Event of Default, Maker shall pay/reimburse to Payee, all of Payee's costs and reasonable attorneys' fees associated with the documenting of the Loan, within five (5) days of delivery of an invoice therefor.

7.3 Remedies Cumulative; No Waiver. All covenants, conditions, provisions, warranties, guaranties, indemnities, and other undertakings of the Maker contained in this Note, the Security Agreement and any other Loan Document, or in any document referred to herein or contained in any agreement supplementary hereto or in any schedule given to Payee or contained in any other agreement between Payee and Maker, concurrently, or hereafter entered into, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions, or agreements of the Maker herein contained. The failure or delay of Payee to require strict performance by the Maker of any provision of this Note or to exercise or enforce any rights, liens, powers, or remedies hereunder or under any of the aforesaid agreements or other documents or security or Collateral shall not operate as a waiver of such performance, liens, rights, powers and remedies, but all such requirements, liens, rights, powers, and remedies shall continue in full force and effect until all Loans and other Obligations owing or to become owing from the Maker to Payee has been fully satisfied. None of the undertakings, agreements, warranties, covenants and representations of the Maker contained in this Note, the Security Agreement or any other Loan Document and no Default or Event of Default by the Maker under this Note or any other Loan Document shall be deemed to have been suspended or waived by Payee, unless such suspension or waiver is by an instrument in writing specifying such suspension or waiver and is signed by a duly authorized representative of Payee and directed to the Maker.

7.4 Appointment of Receiver. Upon the occurrence and during the continuance of any default or Event of Default, Payee shall be entitled to the immediate appointment of a receiver for all or any part of the Collateral, whether such receivership is incidental to a proposed sale of the Collateral pursuant to the UCC or otherwise. Maker hereby consents to the appointment of such a receiver without notice or bond, to the full extent permitted by applicable statute or law; and waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Payee, but nothing herein is to be construed to deprive Payee of any other right, remedy, or privilege that Payee may have under law to have a receiver appointed; provided, however, that, the appointment of such receiver shall not impair or, in any manner, prejudice the rights of Payee to receive any payments provided for herein. Such receivership shall, at the option of Payee, continue until full payment of all of the Obligations or as otherwise required by any applicable Requirement of Law.

7.5 Rights Not Exclusive. The rights provided for in this Note, the other Loan Documents and the Purchase Agreement are cumulative and are not exclusive of any other rights, powers, privileges

or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

8. Representations and Warranties.

8.1 Corporate Existence and Power.

Maker:

a. is a Massachusetts corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation;

b. has all requisite power and authority and all governmental licenses, authorizations, Permits, consents, and approvals to (i) own its assets, (ii) carry on its business as conducted as of the date hereof, and (iii) execute, deliver, and perform its obligations under the Loan Documents to which it is a party; and

c. is duly qualified as a foreign corporation, limited liability company or limited partnership, as applicable, and licensed and in good standing, under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification or license.

8.2 Corporate Authorization; No Contravention.

The execution, delivery and performance by the Maker of the Loan Documents, have been duly authorized by all necessary corporate organizational action, and do not and will not:

a. contravene the terms of the Maker's Organization Documents;

b. conflict with or result in the creation of any lien (except liens created pursuant to the Loan Documents) under any document evidencing any contractual obligation to which the Maker is a party or any order, injunction, writ or decree of any Governmental Authority to which the Maker or its Property is subject;

c. conflict with or result in any breach or contravention of any document evidencing (A) any Material Contract or (B) any other contractual obligation to which Maker is a party or any order, injunction, writ or decree of any Governmental Authority to which Maker or its Property is subject (excluding any United States federal authorities that may enforce or interpret any laws or regulations or the like, so as to prevent or materially restrict the business of the Maker or any federal laws or regulations that apply to cultivation, processing, distribution of cannabis and cannabis products); or

d. violate any Requirement of Law.

8.3 Governmental and Third-Party Authorization.

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, Maker or any other Loan Document except for (a) recordings and filings in connection with the liens granted to Payee under the Security

Agreement, (b) those obtained or made on or prior to the date hereof, and (c) to the extent required by applicable laws and regulations, enforcement of Payee's remedies with respect to various portions of the Collateral, including without limitation, enforcement of Cannabis License transfers and otherwise realizing on any portion of the Collateral consisting of cannabis.

8.4 Binding Effect.

This Note and each other Loan Document to which Maker is a party constitute the legal, valid and binding obligations of Maker, enforceable against Maker in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability, regardless of whether considered in a proceedings in equity or at law.

9. Entire Agreement; Modifications. This Note, the Purchase Agreement and the Security Agreement, collectively fully and accurately document the understanding between the Maker and Payee with respect to the Loan evidenced hereby. There are no implicit or oral understandings or agreements not fully and accurately set forth herein or therein. It is understood and agreed that no officer or employee of Payee or any subsequent holder of this Note has any authority to modify, alter or amend this Note orally. Any and all changes to this Note must be in writing and must be approved of, in writing, by the holder of this Note. It is further understood and agreed that at no time will any oral agreement different from the terms of this Note be enforceable against any holder of this Note.

10. Severability. If for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

11. Successors and Assigns. This Note inures to the benefit of Payee and binds Maker, and subject to the limitations hereunder its respective successors and assigns, and the words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns. Maker may not assign or transfer its obligation under this Note, in whole or in part, at any time without the prior written consent of Payee. Payee may assign this Note, in whole or in part, in its sole discretion. All rights and remedies of Payee under this Note and any applicable law are separate and cumulative, and neither the failure nor any delay on the part of the Payee to exercise any right, remedy, power or privilege under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Payee asserted to have granted such waiver.

12. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Note shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a .pdf document (with confirmation of transmission); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, in each case, to the addresses set forth in the Purchase Agreement (or as modified in accordance therewith).

13. Captions. The captions or headings of the paragraphs in this Note are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Note.

14. Reimbursement of Expenses. Maker shall reimburse Payee for the reasonable out-of-pocket costs and expenses incurred by it (including reasonable attorneys' fees) in connection with any enforcement of Payee's rights under this Note.

15. Governing Law. This Note will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law provision (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In furtherance of the foregoing, the internal law of the Commonwealth of Massachusetts will control the interpretation and construction of this Note, even if under the jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

16. Submission to Jurisdiction. Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the Commonwealth of Massachusetts located in Boston, MA and, by execution and delivery of this Note, Maker hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Note or any other Loan Document shall limit the right of Payee to commence any proceeding in the federal or state courts of any other jurisdiction to the extent Payee determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The Maker and Payee each hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non-conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

17. WAIVERS.

- a. Maker and all sureties, endorsers, guarantors and other parties now or hereafter liable for the payment of this Note, in whole or in part, hereby severally: (i) waive all other demand, notice of demand, presentment for payment, notice of default, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices, and further waive diligence in collecting this Note; (b) agree to any substitution, subordination, exchange or release of any security for this Note or the release of any party primarily or secondarily liable for the payment of this Note; (c) agree that Payee shall not be required to first institute suit or exhaust its remedies hereon against Maker or others liable or to become liable for the payment of this Note or to enforce its rights against any security for the payment of this Note; and (d) consent to any extension of time for the payment of this Note, or any installment hereof, made by agreement by Payee with any person now or hereafter liable for the payment of this Note, even if Maker is not a party to such agreement. **The parties hereto acknowledge that the production, sale, manufacture, possession and use of marijuana is illegal under U.S. federal law and the parties expressly waive any defense to the enforcement of the terms and conditions of this Note or any of the Loan Documents based upon non-conformance with applicable federal law relating to marijuana and/or the marijuana industry.**
- b. PAYEE AND MAKER FURTHER AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT OR OTHER PROCEEDING IN CONNECTION WITH THIS NOTE OR

ANY DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY PAYEE AND MAKER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PAYEE NOR MAKER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Replacement Note. Upon receipt of an affidavit of an officer of the Payee as to the loss, theft, destruction or mutilation of this Note and, in the case of any such destruction or mutilation, upon surrender and cancellation of this Note or other document(s), the Maker shall issue, in lieu thereof, a replacement promissory note or other document(s) in the same principal amount thereof and otherwise of like tenor. Any such replacement promissory note shall specifically indicate it is being provided in replacement of and not in addition to the original promissory note.

19. Continuing Obligations. If at any time any payment received by Payee shall be deemed by a court of competent jurisdiction to have been an avoidable preference or fraudulent conveyance under any bankruptcy or insolvency related laws, then the obligation of Maker to make such payment to Payee shall survive any cancellation or satisfaction of this Note or return of this Note to Maker, and the obligations of Maker hereunder shall not be discharged or satisfied with any prior payments made by Maker with respect to its obligations hereunder or the cancellation of this Note, but shall remain the valid and binding obligations of Maker enforceable against Maker in accordance with the terms and provisions of this Note, and such payment shall be immediately due and payable upon demand.

20. Certain Definitions.

a. "Cannabis Licenses" means all licenses, permits, authorizations, certificates, consents and other approvals from any Governmental Authority issued in connection with, and necessary for, the lawful operation of a cannabis or marijuana related business, including any license to cultivate, produce, market, or sell marijuana or any other product containing marijuana or any active ingredient contained in marijuana.

b. "Governmental Authority" means any federal, state, county, municipal or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including without limitation the Massachusetts Cannabis Control Commission and the City of Marlborough.

c. "Indebtedness" of any Person means, without duplication: (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of Property or services (other than trade payables entered into in the ordinary course of business); (c) the face amount of all letters of credit issued for the account of such Person and without duplication, all drafts drawn thereunder and all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments issued by such Person; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of Property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property); (f) all capital

lease obligations; (g) the principal balance outstanding under any synthetic lease, off-balance sheet loan or similar off balance sheet financing product; (h) all obligations, whether or not contingent, to purchase, redeem, retire, defease or otherwise acquire for value any of its own Stock or Stock Equivalents (or any Stock or Stock Equivalent of a direct or indirect parent entity thereof) prior to the date that is ninety (90) days after the final scheduled installment payment date hereunder; (i) all indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien upon or in Property (including accounts and contracts rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness; and (j) all obligations of others of the kinds referred to in clauses (a) through (i) above.

d. “Material Adverse Effect” means an effect that results in or causes, or would reasonably be expected to result in or cause, (a) a material adverse change or impairment in any of the financial condition, business, income, assets, operations, or Property of the Maker taken as a whole; (b) a material impairment in the ability of Maker or any other Person (other than Payee) to perform its obligations under any Loan Document; or (c) a material adverse effect or impairment upon the validity or enforceability of any Loan Document or the rights and remedies of Payee under any Loan Document. For the avoidance of doubt, any failure by the Maker to (x) properly maintain all Cannabis Licenses and the Host Community Agreement, necessary for the lawfully compliant operation of its business or (y) to comply with any Governmental Authority or Requirement of Law that governs the legality of cannabis (including the manufacture, possession, or sale thereof), shall automatically constitute a Material Adverse Effect.

e. “Material Contract” means any contract or agreement of the Maker, including without limitation, the HCA (as defined in the Purchase Agreement), or any agreement with respect to any material Indebtedness that the breach of which by the Maker would reasonably be expected to have a Material Adverse Effect.

f. “Obligations” means the Loan and all other Indebtedness, advances, debts, liabilities, obligations, fees, expenses, covenants and duties owing by Maker to Payee or any other Person required to be indemnified, that arises under any Loan Document and the Purchase Agreement, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (including, without limitation, the interest, fees, expenses and other amounts which accrue after the commencement of any proceeding under the Bankruptcy Code (11 U.S.C.) (or other debtor relief law) whether or not such amounts are allowed or allowable in whole or in part in any such proceeding).

g. “Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

h. “Person” means any individual, partnership, corporation (including a business trust and a public benefit corporation), joint stock company, estate, association, firm, enterprise, trust, limited

liability company, unincorporated association, joint venture and any other entity or Governmental Authority.

i. “Property” means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible, including without limitation, the Collateral (as such term is defined in the Security Agreement).

j. “Requirement of Law” means, with respect to any Person, (i) the common law, (ii) any federal, state, or local laws, statutes, codes, treaties, standards, rules, regulations, ordinances, orders, judgments, writs, injunctions, and decrees (including administrative or judicial precedents or authorities), (iii) any directives of any departments, subdivisions, bureaus, agencies, or offices thereof, and of any other governmental, public, or quasi-public authorities having jurisdiction over such Person or any Person acting by, through, or under such Person, (iv) any licenses, permits, or grants issued by any of the foregoing, (v) any agreements with any of the foregoing affecting or concerning such Person or any Person acting by, through, or under such Person, (vi) any direction of any public officer pursuant to law, whether now or hereafter in force, (vii) and the interpretation and administration thereof, in each case, whether or not having the force of law, which are applicable to or binding upon such Person or any of its Property or to which such Person or any of its property is subject; except for the United States federal laws, as they apply to marijuana being a Schedule I controlled substance under the Controlled Substance Act.

k. “Stock” means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

l. “Stock Equivalents” means all securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

m. “UCC” means the Uniform Commercial Code as enacted in Massachusetts, as amended and effect from time to time.

[Signature Page Follows]

IN WITNESS WHEREOF, Maker has executed this Secured Promissory Note under seal as of the day and year first above written.

MAKER:

GREEN GOLD GROUP, INC.

By: _____

Name: Rafael Aronov

Title:

Address:

Green Gold Group, Inc.

Attention: Rafael Aronov

60 Prospect Street

North Brookfield, MA 01535

GGG currently has insurance policies at or in excess of 1mm per occurrence/2mm overall for both general liability and products liability in place from James River Insurance Company.

When the Palmer application is approved, that site will be added to the policy. North Brookfield is already covered for the existing operations onsite.

GGG

THREE YEAR BUSINESS PLAN

Green Gold Group, Inc (“GGG”) will be the gold standard of boutique cannabis retail.

With a newly renovated, state-of-the-art facility GGG is proud to be a pioneer as the premier cannabis retail facility in Palmer, supported by our North Brookfield facility for cultivation and manufacturing.

GGG launched in 2015. Since our founding, we have been proud to be a community focused company – working closely with our local partners to ensure safe, regulated access to medical and recreational cannabis. Our team is top notch, and we look forward to growth and development of the company.

MISSION STATEMENT

GGG seeks to be on the forefront of medical and recreational cannabis retail for the Commonwealth of Massachusetts. GGG was founded with a mission to provide the Commonwealth with safe, reliable, and stringently tested cannabis. GGG has developed its facility not only with an eye towards acquiring the highest quality product for consumers, but with being identified as the standard for responsible cannabis discovery and distribution.

Our colocated medical and recreational retail facility in Palmer will be a model of our colocated medical and recreational facilities in Charlton and Marlborough, and allow us to serve both market segments from one facility

BRAND, MARKETING AND SALES NARRATIVE

GGG is deeply committed to our high quality products, services and the Palmer community. We are dedicated to hiring our staff from the talent pool in Palmer and supporting the town with jobs and opportunities. GGG will be working with community leaders and organizers to ensure that we are reaching a diverse applicant pool when it comes to hiring, and building relationships in Palmer.

GGG will sponsor community cannabis meetings and will be an active participant in educational outreach programs, including youth anti-substance abuse meet-ups and campaigns. Our marketing materials will comply with the CCC and state regulations. Additionally, our logo and all future marketing materials will not use cartoons or in any way appeal to children. We are dedicated to educating our consumers and the community on the health benefits of cannabis, and we work tirelessly to prohibit and dissuade use by non-adults.

GGG looks forward to working with the community to remain the model of how a world-class facility should operate when bringing high-quality products to our neighbors in Palmer.

Sales Narrative – Cannabis Flower

GGG will feature the premier cannabis flower from across the Commonwealth, as well as GGG's internally-produced products. Initially, the flower will be sourced from indoor growers, but with time, GGG will feature outdoor product, Palmer-grown licensed product when available, and product from microbusinesses and social equity cultivators.

Sales Narrative – Marijuana Infused Products (MIPs)

GGG will provide the highest quality oils, extracts, concentrates, topicals, and edibles, also called Marijuana Infused Products or MIPs. All MIPs carried for retail are produced by the industry's most innovative and creative Extraction Artists and are lab tested and certified for quality and content.

Colocation

Being a colocated medical and recreational facility allows us to serve both market segments. Product shall be reserved for medical patients, for the first six months at 35% of inventory, and following that, based on actual sales data. Any medical patient can request product be transferred from recreational inventory. Medical sales also allow for higher purchase quantities per patient (within given allotments). Medical patients will also have exclusive access to higher-dose edibles.

Facility Description

Site: 1140 Thorndike Street

Front of the house:

- Entrance – secured control area (Initial screening before access)
- Patient consultation area
- ADA accessible restroom
- Surveillance cameras throughout
- Service Stations (each with product inventory & payment capacity)
 - This shall include dedicated patient queues and a dedicated patient service station. Patients may also use any other service lane.
- Exit area

Back of the house:

- Intake area
- Vault
- Break room and manager's offices
- Two employee restrooms
- Security Room/Mechanical Room

Staff on site: Approximately 5-10 employees, depending on shift schedules

Product Mix:

Flower: Multiple strains, pre-rolls, multi-packs

Vape Pens: Distillate, live resin, and effects-based

Tinctures: CBD/THC mix and THC Capsules

Spa Products: Infused topical lotions, oils, bath salts, body scrubs, lotion bars and bath bombs

Marijuana Infused Products (MIPS): Rosins, shatter, badder, crumble, kief, Rick Simpson Oil, Terpene Rich Extract, and edible products, including chocolates, confections, fruit chews, caramels, macrons, seltzers, infused sugar and honey (edibles over 5mg/serving & 100mg/unit will be available only for medical customers).

GREEN GOLD GROUP COMPASSIONATE CARE PROGRAM

Green Gold Group offers reduced prices to all of our patients with verified financial hardships. All patients must verify their hardship on an annual basis.

Verified financial hardship is defined as an individual who is a recipient of MassHealth, or Supplemental Security Income, or the individual's income does not exceed 300% of the Federal Poverty Level (FPL), adjusted for family size."

Any single patient can receive up to 4 points to determine the level of discount.

- Recipients of MassHealth receive 1 point
- Recipients of Supplemental Security Income receive 1 point
- If the patient's annual gross household income is less than 150% of the federal poverty level for the current year they will receive 2 points
- If the patient's annual gross household income between 151% and 301% of the federal poverty level for the current year they will receive 1 point. Any single patient is eligible for up to 4 points.

Patients with 4 points will receive a 20% discount on all marijuana products

Patients with 3 points will receive a 15% discount on all marijuana products

Patients with 2 points will receive a 10% discount on all marijuana products

Patients with 1 point will receive a 5% discount on all marijuana products

Enrollment into the program: Any patient who wishes to be enrolled in the Green Gold Group Compassionate Care Program must provide documentation of their hardship(s).

1. To provide evidence of enrollment in **MassHealth**, please bring in a copy of your current award letter. If you don't have a copy, please request a copy of your "Member Approval Notice" from MassHealth. Green Gold Group will review your documentation and get back to you once it has been processed.
2. To provide evidence of enrollment in **Supplemental Security Income (SSI)**, please bring in a copy of your current award letter. If you don't have a copy, please submit SSA Form 3288 to the Social Security Administration. The SSA will mail the results to our office. Green Gold Group will review your documentation and get back to you once it has been processed.
3. For patients who are employed, but not enrolled in MassHealth or SSI, and whose **annual income is 300% of FPL or less**, please complete IRS form 4506-T, and submit it to the IRS. The IRS will mail the results to our office. Green Gold Group will review your documentation and get back to you once it has been processed.



Maintaining Financial Records Policy and Procedure

I. Intent

Green Gold Group is committed to being compliant with all regulations outlined in 935 CMR 500.000 and 935 CMR 502.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Green Gold Group employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. Policy

All Green Gold Group financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All Green Gold Group financial/business records will be available for inspection to the Commission upon request.
2. Green Gold Group will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
 - a. Assets and liabilities;
 - b. Monetary transactions;

- c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- d. Sales records including the quantity, form, and cost of marijuana products; and
- e. 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.

In relation to the maintenance of financial records Green Gold Group will incorporate the following into our business operations;

1. Green Gold Group will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. Green Gold Group has and will maintain a banking relationship with Century Bank to provide banking services for our company.
3. Green Gold Group will use up to date financial software programs for all financial transactions.
4. Green Gold Group does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Green Gold Group will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Green Gold Group finances (books).
6. Green Gold Group will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Green Gold Group electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Green Gold Group books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Green Gold Group will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Green Gold Group will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*. The POS System will be approved by the Commission

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Green Gold Group will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and

- e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- 2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.
- 3. Green Gold Group will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
- 4. Green Gold Group will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
 - a. Green Gold Group will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. Green Gold Group may utilize a sales recording module approved by the DOR.
 - c. Green Gold Group will not utilize software or other methods to manipulate or alter sales data.
 - d. Green Gold Group will conduct a monthly analysis of our 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. Green Gold Group will maintain records that it has performed the monthly analysis and produce it upon request to the

Commission. If Green Gold Group 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. We will immediately disclose the information to the Commission;
 - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. Green Gold Group will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
 - f. Green Gold Group will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
 - g. Green Gold Group will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;
 - h. As a Colocated Marijuana Operations ("CMO"), Green Gold Group will maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee 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): Patient Supply.

Virtual Separation (Retail)

As a Colocated Marijuana Operations ("CMO"), Green Gold Group will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. We will utilize METRC package tags to fulfil this requirement.



Green Gold Group Personnel and Background Check Policy

Intent

To provide clear and concise instructions for Green Gold Group employees regarding Personnel Policies that are compliant with the regulations.

Green Gold Group is committed to being compliant with all regulations outlined in 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant with all relevant regulations and laws.

Personnel Records

Green Gold Group will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Green Gold Group agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Green Gold Group and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action/performance issues; and

- g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Green Gold Group management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Green Gold Group Management agents who require access. These records will be made available for inspection by the Commission upon request.

Green Gold Group Agents

All Green Gold Group board members, directors, employees, executives, managers and volunteers will register with the Commission as an Green Gold Group Marijuana Establishment Agent ("Green Gold Group Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All Green Gold Group Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Green Gold Group will submit to the Commission an application for every Green Gold Group Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;

pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
- 6. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - 7. Any other information required by the Commission.

Green Gold Group' agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Green Gold Group seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Green Gold Group will notify the Commission no more than one business day after any Green Gold Group agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Green Gold Group will renew each Green Gold Group Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an Green Gold Group Agent registration card, Green Gold Group will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Green Gold Group will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

- 1. **Application Process-** During the application process Green Gold Group will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
 - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
 - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

- i. The individual's full legal name and any aliases;
 - ii. The individual's address;
 - iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- 2. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
 - c. a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
 - d. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
 - f. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
 - g. any other information required by the Commission.

Green Gold Group will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

3. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process Green Gold Group will submit Marijuana Establishment Agent applications for all required individuals. Green Gold Group will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of Green Gold Group to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Green Gold Group expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Green Gold Group will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Green Gold Group operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Green Gold Group in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Green Gold Group provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Green Gold Group may require medical certification of both the disability and the need for accommodation. Keep in mind that Green Gold Group can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. Green Gold Group will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Green Gold Group will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Green Gold Group employees to perform their expected job duties will not be tolerated.

It is illegal and against Green Gold Group policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Green Gold Group will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Green Gold Group will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Green Gold Group will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Green Gold Group strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements

of that act. Green Gold Group judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Green Gold Group will provide reasonable accommodations to any persons with disabilities who require them, who advise Green Gold Group of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

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

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Green Gold Group will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a Green Gold Group Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

Green Gold Group will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Green Gold Group. These subjects will include, but not me limited to;

1. Green Gold Group Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



Record Keeping

Policy and Procedure

This policy and procedure is compliant with both 935 CMR 500.000, 935 CMR 501 and 935 CMR 502 ("the Regulations")

I. Intent

Green Gold Group is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission").

To provide clear and concise instructions for Green Gold Group employees regarding Record Keeping that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

III. Access to the Commission

Green Gold Group electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9), 935 CMR 502.105(9) and 935 CMR 501.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

IV. Types of Records (Adult Use)

The following records will be maintained and stored by Green Gold Group and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.

- d. Storage of marijuana in compliance with 935 CMR 500.105(11);
- e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. 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;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators

could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

- iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.130(5)

- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
- b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
- c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
- f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
- g. between Marijuana Establishments.

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

4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;

- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- d. Personnel policies and procedures; and
- e. All background check reports obtained in accordance with 935 CMR 500.030
- 6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an 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.
- 7. Waste disposal records as required under 935 CMR 500.105(12); and
- 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- 9. Responsible vendor training program compliance records.
- 10. Vehicle registration, inspection and insurance records.

All records kept and maintained by Green Gold Group will be securely held. Access to these records will only be accessible to those Green Gold Group Agents who require access as a part of their job duties.

V. Types of Records (Medical Use)

Green Gold Group records will be available for inspection by the Commission upon request. Written records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 501.000, in addition to the following

1. Security measures in compliance with 935 CMR 501.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. A description of the MTC's:
 - a. Hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 501.100(6)(d); and
 - b. Price list for marijuana, MIPs, and any other available products, and alternate price lists for patients with documented verified financial hardship as required by 935 CMR 501.100(1)(f);
4. Storage of marijuana in compliance with 935 CMR 501.105(4);
5. Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;
6. Procedures to ensure accurate recordkeeping, including inventory protocols and procedures for integrating a secondary electronic system with the Seed-to-sale SOR;
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 501.105(3)(b);
8. A staffing plan and staffing records in compliance with 935 CMR 501.105(9)(d)3.;
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained in accordance with 935 CMR 501.200;
12. A description of the MTC's patient education activities in accordance with 935 CMR 501.105(11);
13. The standards and procedures by which the MTC determines the price it charges for marijuana, and a record of the prices charged, including the MTC's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by 935 CMR 501.100(1)(f);
14. Written policies and procedures for the production and distribution of marijuana, which shall include, but not be limited to:
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
 - b. A procedure for handling voluntary and mandatory recalls of marijuana. Such procedure shall be adequate to deal with recalls due to any action initiated at the requestor order of the Commission, and any voluntary action by an MTC to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. This procedure shall provide for written documentation of the disposition of the marijuana;
 - d. Policies and procedures for patient or personal caregiver home-delivery; and
 - e. Policies and procedures for the transfer, acquisition, or sale of marijuana between MTCs, and if applicable, Marijuana Establishments and CMOs.
15. A policy for the immediate dismissal of any MTC agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; or

- b. Engaged in unsafe practices with regard to operation of the MTC, which shall be reported to the Commission; and 935 CMR: CANNABIS CONTROL COMMISSION
- 16. A list of all board members and executives of an MTC, and members, if any, of the entity, must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the MTC's website.
- 17. Policy and procedure for the handling of cash on MTC premises including, but not limited to, storage, collection frequency, and transport to financial institution(s).
- 18. Operating procedures as required by 935 CMR 501.105(1);
- 19. Inventory records as required by 935 CMR 501.105(7);
- 20. Seed-to-sale tracking records for all marijuana and MIPs as required by 501.105(7)(e);
- 21. The following personnel records:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each MTC agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the MTC and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 501.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - iv. 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;
 - v. A copy of the application that the MTC submitted to the Commission on behalf of any prospective MTC agent;
 - vi. Documentation of periodic performance evaluations; and
 - vii. A record of any disciplinary action taken.
 - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All CORI reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 501.030(3), and 803 CMR 2.00: Criminal Offender Record Information (CORI);
- 22. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost; and
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 an ME, including members of the nonprofit corporation, if any.
 - e. Waste disposal records as required under 935 CMR 501.105(10)(b); and

- f. Following closure of an ME, all records must be kept for at least two years at the expense of the ME and in a form and location acceptable to the Commission.

Additional Records for Colocated Marijuana Operations (CMO)

Green Gold Group will maintain the following records as required in 935 CMR 502.000

1. A plan for maintaining records, including plans for separating financial records for adult-use products to ensure compliance with the applicable tax laws;
2. On a quarterly basis, Green Gold Group will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months.
 - a. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Green Gold Group will submit a report to the Commission in a form determined by the Commission.
 - b. Green Gold Group will perform audits of patient supply available on a weekly basis and retain these records for a period of six months.

Patient Records

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to the qualifying patient record will be dated (date and time) and signed (electronically) by the authorized dispensary agent making the entry and will include the dispensary agent identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and educational materials provided. This data will also be analyzed to monitor the performance of the dispensary and improve the variety of services offered.

All systems accessed by dispensary agents will be password protected. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Dispensary Manager and Executive Management Team. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

Incident Reporting

Green Gold Group will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or ME agents.



Qualifications and Training Policy and Procedure

I. Intent

Green Gold Group, Inc. is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for Green Gold Group, Inc. employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

III. Qualifications for Green Gold Group, Inc. Agents

The minimum requirements to become a Green Gold Group, Inc. Marijuana Establishment Agent (“Green Gold Group, Inc. Agent”) are outlined below. Green Gold Group, Inc. board members, directors, employees, executives, managers or volunteers will register with the Commission as a Green Gold Group, Inc. Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Green Gold Group, Inc., Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Green Gold Group, Inc., will develop a job description for all positions with the company. While all Green Gold Group, Inc., Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

III. Required Training for Green Gold Group, Inc. Agents

Pursuant to 935 CMR 501.105(8) Green Gold Group, Inc., will ensure all Green Gold Group, Inc., Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. As a CMO, Green Gold Group, Inc., will train all agents who are both an ME agent and a marijuana establishment in both 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(8): ME Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminatable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
4. All of Green Gold Group, Inc., Agents will receive a minimum of 8 hours of training annually.
5. Green Gold Group, Inc., will record, maintain and store 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. These records will be stored in the Agents Training File. Training records will be retained by Green Gold Group, Inc., for at least seven year after agents' termination.

6. Green Gold Group, Inc., will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor".
 - a. After the responsible vendor designation is applied each Green Gold Group, Inc., owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Green Gold Group, Inc., will allow and encourage them to attend on a voluntary basis.
 - c. Green Gold Group, Inc., will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.



Quality Control and Testing Policy and procedure

Green Gold Group is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

Definitions:

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (MTC), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the

mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Batch means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

Green Gold Group is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Green Gold Group is committed to utilizing Best Management Practices ("BMP") for the prevention and treatment of possible contaminants using the safest and least invasive means.

Green Gold Group will also implement an industry standard Integrated Pest Management ("IPM") program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of Green Gold Group's cultivation facility. Green Gold Group will utilize best industry practices when it comes to quality control and product testing.

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All products that Green Gold Group will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. Green Gold Group will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Green Gold Group will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). Green Gold Group will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. Green Gold Group understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Quality Control – Sanitation Standard Operating Procedure (SOP)

Facility

Green Gold Group cultivation facility (“the facility”) will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

Only the leaves and flowers of the female marijuana plant will be processed in a safe and sanitary manner as prescribed below:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

The facility sanitation requirements are outlined below:

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Green Gold Group will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment are installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for

contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.

9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Green Gold Group will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the North Brookfield municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There are no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility are self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Employee and visitor gowning will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and don jump suits and disposable boot covers.
3. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.

7. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests
8. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are held and stored in an area away from production, processing and storage areas to protect against contamination of marijuana.

Sanitation

All marijuana products are prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms are utilized for finished marijuana products.
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
 3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water.
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.

- e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
- f. An approved chemical test kit for determining sanitizer strength will be available and used.
- g. Manual Warewashing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
 - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
 - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
 - vi. To avoid recontamination of clean and sanitary items:
 - 1. Air dry all items on a drainboard.
 - 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds

	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment.
- ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These surfaces are 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.
 - i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion,

including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

- a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
 - b. Green Gold Group will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health of the Commission.
 - c. Green Gold Group Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. Green Gold Group Agents shall conform to sanitary practices while on duty, including:

- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.

- Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. Green Gold Group facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Green Gold Group will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Green Gold Group will manufacture. Once operational Green Gold Group will:

1. Assemble the HACCP team.
2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product (Principle 1).
7. Determine critical control points (CCPs) for each product (Principle 2).
8. Establish critical limits (Principle 3).
9. Establish monitoring procedures (Principle 4).
10. Establish corrective actions (Principle 5).
11. Establish verification procedures (Principle 6).
12. Establish record-keeping and documentation procedures (Principle 7).

Training

Green Gold Group will provide training and training opportunities to all of its employees. In addition to required training, Green Gold Group will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *"Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries"* published by the Commission.

Green Gold Group will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Green Gold Group contracts with will be Licensed by the Commission prior to Green Gold Group contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with Green Gold Group policies and procedures and 935 CMR 500.105(13) if applicable.
2. Green Gold Group will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess Green Gold Group marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Green Gold Group facility for disposal or by the Independent Testing Laboratory disposing of it directly.

Green Gold Group will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Pursuant to 935 CMR 500.130(4) Green Gold Group will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and
 - e. Pesticides

Green Gold Group will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Green Gold Group marijuana product sample has contaminant levels above the acceptable limits established in the Commission protocols identified in 935 CMR 500.160(1) – Green Gold Group will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
 - a. Green Gold Group Cultivation Manager or CEO will:
 - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
 - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission
 - iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. In the case of any test result that indicates that a Green Gold Group marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Green Gold Group Agents.
5. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Miscellaneous Marijuana Testing Requirements

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.
5. Green Gold Group will not sell or otherwise market Marijuana or Marijuana Products for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
6. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Environmental Media Testing

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.
4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;
 - a. The stockpile has been contaminated or altered while stored.
5. Situations for re-analysis may include but are not limited to soils that have been;
 - a. Amended;
 - b. Mixed with other source soils/solids;
 - c. Subject to pesticide application;
 - d. Used for other purposes; or
 - e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

Sampling of Environmental Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Green Gold Group has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *“Sampling Instructions for Massachusetts DPH Medical Marijuana Program”* form from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

1. Label
 - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler’s initials.
2. Fill out the Chain of Custody
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes
 - d. Make sure date and time stamp are filled in
3. Sampling
 - a. Fill the Ziploc sample bag with 8 oz. of soil/media
 - b. Tightly seal the sample bag
4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

Sampling of Water for Testing

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. Green Gold Group has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* Green Gold Group will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the *“Sampling Instructions for Marijuana Testing”* form below from NE Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and

3. Bacteriological

Collecting Water Samples

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
 - a. Items to assemble before sampling include, but are not limited to, the following:
 - i. Sample collection plan or diagram of locations to ensure representative sample collection
 - ii. Logbook or sample collection forms
 - iii. Chain-of-custody forms (COCs) (See below)
 - iv. Disposable gloves
 - v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
 - vi. Sample containers appropriate for the analyses required;
 1. These will be supplied by the lab.
 - vii. Container labels and pen with indelible ink; and
 - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
 - b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
 - c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
 - d. Sample collection personnel shall identify or determine the number and location of water samples to be collected
 - i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.

- ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
 - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
 - e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
 - f. Preparing sample labels and affixing them to sample containers immediately before sampling.
 - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
3. Sample Collection. Collect the planned samples from each sample location one at a time:
- a. Don gloves to mitigate potential for contamination of samples.
 - b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
 - c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
 - d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
 - e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
 - f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
 - g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.

- h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- i. Chain-of-custody paperwork should be completed immediately prior to shipment.

4. Sample Handling

- a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
- b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
- c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

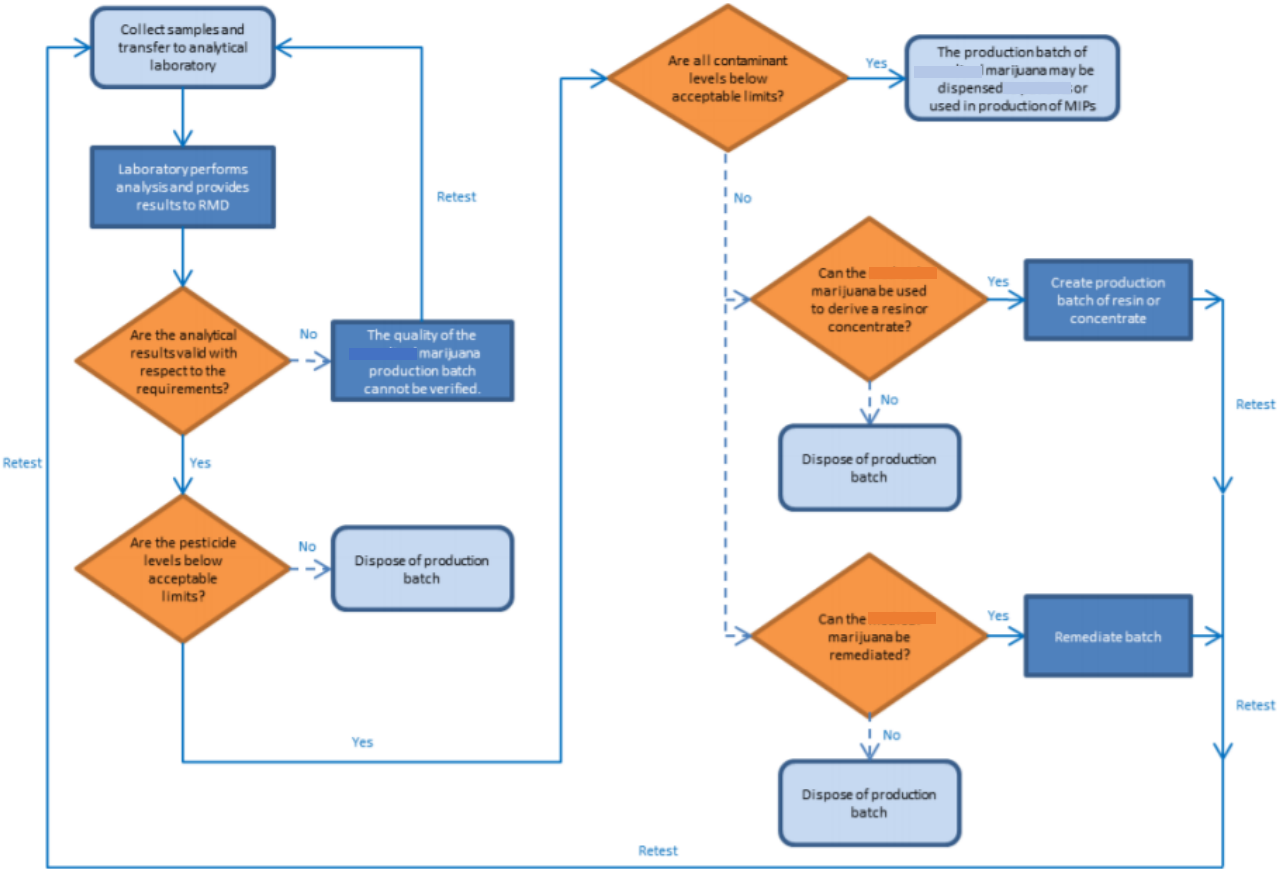
5. Sample Storage

- a. Samples should be refrigerated or maintained on ice ($4^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.
- b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
- c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Quality Control (QC)

- 1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
- 2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
- 3. Field duplicate samples will not be identified to the laboratory (blind QC).

Actions in Response to Laboratory Analytical Results





Diversity Plan

Green Gold Group aims to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. The Green Gold Group goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Green Gold Group Inc's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age, veteran status and sexual orientation. We are committed to hiring those best fit for the role.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Green Gold Group is a diverse and inclusive company that promotes a discrimination- free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

Green Gold Group will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

Green Gold Group will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics which this plan promotes are outlined below:

Diversity Plan Populations ("Program Populations"):

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

Goals

The goals that Green Gold Group is committed to achieving through this plan and our vision include:

1. Make the Green Gold Group workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
2. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Program Populations

RECRUITMENT AND HIRING PROGRAM-

Goals- Our goal for this program is to make the Green Gold Group workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LGBTQ+
 - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

Program- Green Gold Group looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people of all gender identities and sexual orientations in the operation of our company. To promote diversity and equity Green Gold Group will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be forwarded to the MassHire Worcester Career Center and posted in the Worcester Telegram. Both of these entities serve Worcester Massachusetts which has the highest minority populations in the area.
 - Our first Job postings will be withing 60 days of receipt of our Provisional License
 - Second and subsequent job posting will be done as needed.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM-

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. Green Gold Group is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Green Gold Group recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis. Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- Green Gold Group will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. Green Gold Group will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and
5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, Green Gold Group will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations

1. As we begin to recruit and hire potential employees the management team will evaluate the

applicant pool to ensure that our recruitment policies are generating a diverse representation;

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the Green Gold Group management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

GGG

Energy Compliance Plan

I. Intent

GGG is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for GGG employees regarding the qualifications for energy use and compliance at GGG locations that are in compliance with the Regulations.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we use minimal amounts of energy, promote the use of renewable resources and recycling, and are in compliance with all regulations and laws.

III. Energy Efficiency and Compliance

1. GGG will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).
2. GGG will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

3. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. As a retail-only facility, the only water use is for sanitary purposes, and the energy use is mainly comfort heating and cooling, and general lighting.
4. GGG will comply with the following minimum energy efficiency and equipment standards:
 - a. Our building envelope meets minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;
 - b. Our retail facilities use only high-efficiency LED lighting on timers for general lighting and for the showcases, and only minimal lighting is left on for security purposes when the store is not in use.
 - c. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). Minimal use of the air conditioning system is encouraged, and in winter employees should dress in layers before turning up the heating.
 - d. GGG will document and establish safety protocols to protect workers and Consumers as necessary.

IV. Recycling

GGG fully supports the need to recycle at our facility. GGG will be compliant with 935 CMR: 500.105 (12), 501.105 (12) and 502.105 (12). GGG will provide:

- Recycling containers for glass, plastic, and aluminum and separate containers for paper/cardboard recycling

All employees are encouraged to rinse out their containers and place items in the proper receptacle. The receptacles will be emptied every week and the contents will be disposed of at a recycling facility. All recyclables and waste, including organic waste will be stored, secured, and managed in accordance with City of Worcester applicable statutes, ordinances, and regulations.

All recyclables and waste, including organic waste shall be stored, secured, and managed in accordance with the state of Massachusetts statutes, ordinances, and regulations.

Organic material, recyclable material and solid waste generated at our facility will be redirected or disposed of as follows:

- Organic and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
- To the greatest extent feasible: Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 at the MTC such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.

v. Future Goals

1. Use of renewable energy credits or purchasing renewable energy from our utility providers
2. Within 12 months of licensure, conduct a MassSaves Facility Assessment at 40 Jackson Street for identification of potential upgrades or energy saving measures and explore timeline for same
3. Explore potential for on-site solar energy generation on flat roof with National Grid
4. Encourage use of natural plantings in retention ponds on site to promote healthy ecosystems and reduce water sheeting
5. Continue packaging recycling program