



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282256  
Original Issued Date: 05/19/2020  
Issued Date: 04/16/2021  
Expiration Date: 05/19/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Stratus Corp

Phone Number: 508-269-7950  
Email Address: kinjal@cannapidispensary.com

Business Address 1: 255 North Pearl St  
Business City: Brockton  
Business State: MA  
Business Zip Code: 02301  
Business Address 2:  
Mailing Address 1: 15 Saw Mill Pond  
Mailing City: Canton  
Mailing State: MA  
Mailing Zip Code: 02021  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: no  
Priority Applicant Type: Not a Priority Applicant  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:  
Department of Public Health RMD Registration Number:  
Operational and Registration Status:  
To your knowledge, is the existing RMD certificate of registration in good standing?:  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100  
Role: Owner / Partner  
First Name: Kinjal  
Percentage Of Control: 100  
Other Role: President, Treasurer, Secretary, Director  
Last Name: Patel  
Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Kinjal

Last Name: Patel

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$25000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 255 N. Pearl St.

Establishment Address 2:

Establishment City: Brockton

Establishment Zip Code: 02301

Approximate square footage of the establishment: 3040

How many abutters does this property have?:

11

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name  | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Certification of Host Community Agreement  | Green Stratus - Certification of HCA.pdf                       | pdf  | 5ca76b659ff0081b4821fc6e | 04/05/2019  |
| Plan to Remain Compliant with Local Zoning | Green Stratus - Plan to Remain Compliant with Local Zoning.pdf | pdf  | 5ca76cb9b411c1126cf08377 | 04/05/2019  |
| Community Outreach Meeting Documentation   | Green Stratus_Brockton_COM Documentation_Updated.pdf           | pdf  | 5e221b4649a38606cba83cc7 | 01/17/2020  |

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category        | Document Name                              | Type | ID                       | Upload Date |
|--------------------------|--|------|--------------------------|-------------|
| Plan for Positive Impact | Green Stratus_Plan for Positive Impact.pdf | pdf  | 5e3335b3813339048c3fa62f | 01/30/2020  |
| Other                    | Champion Plan Letter.pdf                   | pdf  | 5e3335d864339304b08fcf8f | 01/30/2020  |
| Other                    | PACC Letter.pdf                            | pdf  | 5e3335de1c3b1d04a32b00ab | 01/30/2020  |

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

|   |                             |
|---|-----------------------------|
| Role:                                       | Other Role:                 |
| First Name: Kinjal                          | Last Name: Patel    Suffix: |
| RMD Association: Not associated with an RMD |                             |
| Background Question: no                     |                             |

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category  | Document Name   | Type | ID                       | Upload Date |
|--|---|------|--------------------------|-------------|
| Articles of Organization                                 | Green Stratus Articles of Org and Statement of Change of Supplemental Information.pdf | pdf  | 5ce6c39b624ce5135e923c0c | 05/23/2019  |
| Bylaws   | Green Stratus - Corp Bylaws Signed.pdf  | pdf  | 5cfcb70f64ca8317f4fcb1d3 | 06/10/2019  |
| Secretary of Commonwealth - Certificate of Good Standing | GSC COGS Commonwealth.pdf   | pdf  | 5e275e945b05c304785e39b5 | 01/21/2020  |
| Department of Revenue - Certificate of Good standing     | GSC COGS DOR.pdf  | pdf  | 5e2f4e7502a6e70453529ab5 | 01/27/2020  |

Certificates of Good Standing:

| Document Category  | Document Name   | Type | ID                       | Upload Date |
|--|---|------|--------------------------|-------------|
| Department of Unemployment Assistance - Certificate of Good standing | Green Stratus Corp - Unemployment certificate.pdf           | pdf  | 60490700d7adff35b5a4fafa | 03/10/2021  |
| Secretary of Commonwealth - Certificate of Good Standing             | Green Stratus Corp - Good Standing Certificate-2.pdf        | pdf  | 604be14f93441135c0c33e39 | 03/12/2021  |
| Department of Revenue - Certificate of Good standing                 | Green Stratus Corp - Mass Dor Good Standing Certificate.pdf | pdf  | 604be15075f93835952f0f4f | 03/12/2021  |

Massachusetts Business Identification Number: 001319575

Doing-Business-As Name: Cannapi

DBA Registration City: Brockton

#### BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name                                | Type | ID                       | Upload Date |
|------------------------------|--|------|--------------------------|-------------|
| Business Plan                | Green Stratus_Business Plan_Updated.pdf      | pdf  | 5e221eb1bcf9aa06f389804f | 01/17/2020  |
| Proposed Timeline            | Green Stratus - Proposed Timeline_210311.pdf | pdf  | 604a574175f93835952f09e8 | 03/11/2021  |
| Plan for Liability Insurance | CC_7767704-01_(Green Stratus Corp).pdf       | pdf  | 604a57a601124c35d20a2bc4 | 03/11/2021  |

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category  | Document Name  | Type | ID                        | Upload Date |
|--|--|------|---------------------------|-------------|
| Plan for obtaining marijuana or marijuana products             | Green Stratus Corp - Plan for Obtaining Marijuan Products.pdf  | pdf  | 5c799b65c4b7a71b66d1379b  | 03/01/2019  |
| Dispensing procedures  | Green Stratus Corp - Dispensing Procedures.pdf                 | pdf  | 5c799bcd5d4b0b1b3ebc0e1a  | 03/01/2019  |
| Storage of marijuana   | Green Stratus Corp - Storage of Marijuana.pdf                  | pdf  | 5c799bea1e71bd126232c165  | 03/01/2019  |
| Restricting Access to age 21 and older                         | Green Stratus Corp - Plan for Restricting to Age 21.pdf        | pdf  | 5c799c05edbb73122a617829  | 03/01/2019  |
| Quality control and testing                                    | Green Stratus Corp - Quality Control and Testing.pdf           | pdf  | 5c799c219ff0081b4821b1e0  | 03/01/2019  |
| Qualifications and training                                    | Green Stratus Corp - Qualifications and Training.pdf           | pdf  | 5c799c65edbb73122a61782f  | 03/01/2019  |
| Maintaining of financial records                               | Green Stratus Corp - Maintaining of Financial Records.pdf      | pdf  | 5c799cbc5fd63c1b24eb5fad  | 03/01/2019  |
| Separating recreational from medical operations, if applicable | Green Stratus_Separating Adult Use from Medical Operations.pdf | pdf  | 5cab8e4d635d511b3475595b  | 04/08/2019  |
| Transportation of marijuana                                    | Green Stratus_Transportation Procedures.pdf                    | pdf  | 5cab9873293a5312448eeafa6 | 04/08/2019  |
| Record Keeping procedures                                      | Cannapi Record keeping .pdf                                    | pdf  | 604beac6c997b43574a1c72c  | 03/12/2021  |
| Prevention of diversion  | Cannapi Prevention of Diversion.pdf                            | pdf  | 604bebec4e7ce735949cfc77  | 03/12/2021  |
| Diversity plan   | Cannapi Diversity Plan.pdf                                     | pdf  | 604bece4183b5235aa44ef0c  | 03/12/2021  |
| Inventory procedures   | Cannapi Inventory Procedure.pdf                                | pdf  | 604bed628d09dc35cbc0e506  | 03/12/2021  |
| Personnel policies including background checks                 | Cannapi Personnel Policies.pdf                                 | pdf  | 604bed7c93274435ba9e3610  | 03/12/2021  |
| Security plan  | Cannapi Security Plan.pdf                                      | pdf  | 604bedc440676f35abee2d3c  | 03/12/2021  |

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

Commission.: I Agree

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

##### Progress or Success Goal 1

**Description of Progress or Success:** Compliance with Positive impact plan:

Goals: Green Stratus will make time donations to PACC and The Champion Plan in the form of volunteer hours, as outlined below: x Year 1 Goal: Minimum of 40 volunteer hours. x Year 2 Goal: Minimum of 50 volunteer hours. x Year 3-Ongoing Goal: Minimum of 60 volunteer hours.

Programs: The PACC is dedicated to building a grassroots movement for progressive social change, rooted in communities that have been excluded from the economic benefits of the current system. To support the PACC, Green Stratus will dedicate at least 25 volunteer hours per year in which Green Stratus employees will help PACC create a training program to help individuals from Brockton gain knowledge and experience in the Cannabis Industry. The Champion Plan is a police assisted recovery program in Brockton meant to help place individuals with substance use disorders who want help into the level of care they want. To support The Champion Plan, Green Stratus will dedicate at least 15 volunteer hours per year in which Green Stratus employees will address concerns related to the cannabis industry. Green Stratus plans to address issues regarding cannabis consumption, including tolerance, dependence, and withdrawal. Furthermore, Green Stratus will support at least two (2) Social Equity Program participants per year through a mentorship program that will include such topics as people management skills, managerial experience, and best practices for managing a high-volume retail facility in the cannabis industry.

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

**Description of Progress or Success:** Proposed Initiative: As part of its hiring plan, Cannapi will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities, and LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, Cannapi will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as MassHire Greater Brockton Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);
- Attend community group meetings in and around Brockton, at least two annually, to introduce Cannapi and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Our current diversity plan is at the following:

Women: 50.06%

Minorities: 35.29%

Veteran's: 25.53%

LGTBQ: 17.65%

Disproportionate impact: 64.7

#### HOURS OF OPERATION

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

## 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, Kinjal Patel, (insert name) certify as an authorized representative of Green Stratus Corp. (insert name of applicant) that the applicant has executed a host community agreement with City of Brockton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 09/11/2018 (insert date).

Kinjal Patel  
Signature of Authorized Representative of Applicant

### Host Community

I, Bill Carpenter, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Brockton (insert name of host community) to certify that the applicant and the City of Brockton (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/11/2018 (insert date).

Bill Carpenter  
Signature of Contracting Authority or  
Authorized Representative of Host Community

### **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Green Stratus Corp. (“Green Stratus”) will remain compliant at all times with the local zoning requirements set forth in the City of Brockton Zoning Ordinance. In accordance with the Zoning Ordinance, Green Stratus’ proposed Marijuana Retail Establishment is located at 255 North Pearl Street in the General Commercial (C-2) Zoning District designated for retail Marijuana Establishments.

In compliance with 935 CMR 500.110(3) and Brockton Zoning Ordinance, Green Stratus’ proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

Green Stratus will apply for a Special Permit from the Brockton Planning Board. Green Stratus will also apply for other local permits, approvals, registrations or certificates, if any, that are required to site and operate a Marijuana Establishment at the proposed location and will comply with all conditions and standards set forth in any such local permit or approval.

Green Stratus has engaged municipal officials and the local community to discuss its plans for a proposed Marijuana Establishment, and Green Stratus has executed the required Host Community Agreement with the Town and has conducted a community outreach meeting. Green Stratus will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, operation, and security.

## Community Outreach Meeting Attestation Form

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

I, Kingal Patel, (insert name) attest as an authorized representative of Green Stratus Corp (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on November 23<sup>rd</sup> 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 16<sup>th</sup> 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on November 16<sup>th</sup> 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 15<sup>th</sup> 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

# Classified

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1st shot, vet checked, parents on site.  
\$400ea. 508-944-3871

Snow Removal & Equipment

**2 STAGE Snow Thrower, 24", 5.5 hp, needs carburetor, \$175. 508-588-6913.**



### NOTICES

Legals

tree notice

LEGAL NOTICE  
TOWN OF EASTON  
TREE NOTICE

A Hearing will be held at

Legals

alexander strangis

COMMONWEALTH OF MASSACHUSETTS  
PLYMOUTH COUNTY, ss.  
SUPERIOR COURT  
CIVIL ACTION: No.  
1883CV01091

First Tennessee Bank National Association successor through merger with First Horizon Home Loan Corporation, Plaintiff

v.

Alexander Strangis, Defendant

ORDER OF NOTICE

To:  
Alexander Strangis,

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3901 et seq.:

First Tennessee Bank National Association successor through merger with First Horizon Home Loan Corporation

claiming to have an interest in a Mortgage covering real property in Brockton numbered 30 Homesite Road, given by Alexander Strangis to First Tennessee Bank National Association successor through merger with First Horizon Home Loan Corporation dated May 5, 2005, recorded in the Land Court of the Plymouth County South Registry Deeds, at Document No. 585794 and noted on Certificate of Title No. 98411 covering 30 Homesite Road, Brockton, and more particularly:

Legals

rachel c. clark

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Rachel C. Clark to Washington Mutual Bank, FA, dated June 9, 1999 and recorded with the Plymouth County Registry of Deeds at Book 17558, Page 80, of which mortgage the undersigned is the present holder by assignment from Washington Mutual Bank, FA to EMC Mortgage Corporation dated November 21, 2003 and recorded with said registry on June 28, 2005 at Book 30801 Page 126 and by assignment from EMC Mortgage LLC f/k/a EMC Mortgage Corporation to JPMorgan Chase Bank, National Association dated June 2, 2016 and recorded with said registry on August 25, 2016 at Book 47366 Page 117 and by assignment from JPMorgan Chase Bank, National Association to The Bank of New York Mellon f/k/a The Bank of New York, successor to JPMorgan Chase Bank, as 2004-SD2, Asset-Backed Certificates, Series 2004-SD2 dated June 2, 2016 and recorded with said registry on August 25, 2016 at Book 47366 Page 120, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 a.m. on November 26, 2018, on the mortgaged premises located at 158 Brook Street, Hanson, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land in the Town of Hanson in the said Plymouth County bounded and described as follows: Beginning at a County bound set in the Southerly side line of Book Street,

Thence South fifty three degrees thirty minute twenty seconds East (S 53 degrees 30' 20" E) by land of the grantor one thousand five hundred seventy one and three hundredths (1,571.03) feet to a Cement bound,  
Thence South forty one degrees fifteen Minutes ten seconds west (S 41 degrees 15' 10" W) by land of the grantor six hundred forty one and twenty three hundredths (641.23) feet to a cement bound.  
Thence North sixty three degrees fifty seven minutes West (N 63 degrees 57' W) by land of the grantor three hundred fifteen and fifty four hundredths (315.54) foot to a stone bound,  
Thence North seventy three degrees thirty minutes forty seconds Wes. (N 73 degrees 30' 40" W) by land of Perry et als two hundred seventeen and forty nine hundredths (217.49) feet to a cement bound,  
Thence North forty one degrees forty one minutes fifteen seconds West (N 41 degrees 41' 15" W) by land of Perry

Legals

61 Lester Road, Brockton, MA

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE  
By virtue and in execution of the Power of Sale contained in a certain mortgage given by Andrea R. Wagner and Lisa M. Wagner to Mortgage Electronic Registration Systems Inc. as nominee for Aegis Funding Corporation dated September 2, 2003, recorded at the Plymouth County Registry of Deeds in Book 26429, Page 136 affected by Loan Modification Agreement dated December 23, 2013, recorded at Book 44159, Page 136 said mortgage was then assigned to Deutsche Bank National Trust Company, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-1 by virtue of an assignment dated November 30, 2009, and recorded in Book 381 Page 67; and further assigned to JPMorgan Chase Bank, N.A. by virtue of an assignment dated March 2014, and recorded in Book 44159, Page 177; and further assigned to Deutsche Bank National Trust Company, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-1 by virtue of an assignment dated January 2016, and recorded in Book 46500, Page 73; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 12:00 PM on December 10, 2018, on the mortgaged premises. This property has the address 61 Lester Road, Brockton, MA 02302. The entire mortgaged premises, all and singular, the premises described in said mortgage: That certain lot or parcel of land with any buildings thereon located in the Municipality of Brockton, Plymouth County, State of Massachusetts; bounded and described as referenced below: Being shown as Lot 2105 on a Plan entitled "Brookfield Heights at Brockton, Mass., dated November 1, 1957, Bradford Saivets, C.E.", recorded with the Plymouth Registry of Deeds, i Plan Book 11 Page 2 to which reference may be made for a more particular description and containing 11,900 square feet of land according to said plan. Together with the right to use streets and ways shown on said plan in common with others entitled thereto for all purposes for which streets and ways are commonly used in the City of Brockton. Subject to and with the benefit of any and all rights, restrictions, covenants and easements of record insofar as the same may be in force and applicable. Title see deed recorded in book 15830 page 47. Subject to and with the benefit of easements, reservations, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description

## NOTICES

### Attachment A

#### Legals

##### tree notice

##### LEGAL NOTICE TOWN OF EASTON TREE NOTICE

A Hearing will be held at the DPW in the main conference room located at 130 Center Street, North Easton, MA 02356 on Thursday, November 29, 2018 at 9:00 AM. The purpose of this hearing is to request removal of 2 trees located at 153 Summer Street North Easton, MA 02356, these trees are creating a sight distance issue.

All parties interested in the removal of these trees should make an effort to be present at the hearing or send a written notice to Todd A. Texeira, Tree warden, Department of Public Works, 130 Center ST., North Easton, MA 02356.

Address: 153 Summer Street  
Diameter: 24"  
Height: 60'  
Species: (2) Double Leader Oaks

Todd A. Texeira  
Tree Warden  
Easton, MA

13746543  
11/16,23, 2018

bered to Homesite Road, given by Alexander Strangis to First Tennessee Bank National Association successor through merger with First Horizon Home Loan Corporation dated May 5, 2005, recorded in the Land Court of the Plymouth County South Registry Deeds, at Document No. 585794 and noted on Certificate of Title No. 98411 covering 30 Homesite Road, Brockton, and more particularly described in said mortgage has filed with this court a complaint for determination of.

Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis then you or your attorney must file a written appearance and answer in this court at 52 Obery Street, Plymouth, MA 02360 on or before December 24, 2018, or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, Judith Fabricant  
Justice of this Court on November 6, 2018.

Robert S. Creedon, Jr.  
Clerk of Courts

13746181 11/16/17

three hundredths (1,571.03) feet to a Cement bound, Thence South forty one degrees fifteen Minutes ten seconds west (S 41 degrees 15' 10" W) by land of the grantor six hundred forty one and twenty three hundredths (641.23) feet to a cement bound. Thence North sixty three degrees fifty seven minutes West (N 63 degrees 57' W) by land of the grantor three hundred fifteen and fifty four hundredths (315.54) foot to a stone bound. Thence North seventy three degrees thirty minutes forty seconds West. (N 73 degrees 30' 40" W) by land of Perry et als two hundred seventeen and forty nine hundredths (217.49) feet to a cement bound, Thence North forty one degrees forty one minutes fifteen seconds West (N 41 degrees 41' 15" W) by land of Perry et als one hundred sixty seven and fifty nine hundredths (167.59) feet to a cement bound, Thence North twenty six degrees twelve minutes fifteen seconds West (N 26 degrees 12' 15" W) by land of Perry et als one hundred eighty eight and eighty four hundredths (1813.14) feet to a cement bound: Thence North forty two degrees fifty eight minutes fifteen seconds West (N 42 degrees 58' 15" W) by land of Perry et als one hundred forty four and eighty eight hundredths (144.88) feet to a cement bound, Then continuing in the same course by land of Perry et als fifteen (15) feet to the center of Indian Head Brook, Thence down stream by the center of said Indian Head Brook about eight hundred eighty (880) feet to a point on the curve of the Southerly side line of Brook Street, Thence by a curve to the right of a radius of five hundred (500) feet about one hundred seventy (170) feet to the County bound at the point of beginning, Being the whole of the Jack lot so called and part of the Hewitt lot so called.

For mortgagor's(s)' title see deed recorded with Plymouth County Registry of Deeds in Book 1916, Page 150.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

#### TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00 ) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, SUCCESSOR TO JPMORGAN CHASE BANK, AS TRUSTEE, FOR THE HOLDERS OF THE BEAR STEARNS ASSET BACKED SECURITIES TRUST 2004-SD2, ASSET-BACKED CERTIFICATES, SERIES 2004-SD2  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201612-0547 - TEA

13742662 11/2,9,16, 2018

Plymouth Registry of Deeds, Plan Book 11 Page 291, to which reference may be made for a more particular description and containing 11,900 square feet of land according to said plan. Together with the right to use the streets and ways shown on said plan in common with others entitled thereto for all purposes for which streets and ways are commonly used in the City of Brockton. Subject to and with the benefit of any and/or all rights, restrictions, covenants ad easements of record, insofar as the same may be in force and applicable. For title see deed recorded in book 15830 page 47. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: November 1, 2018 Deutsche Bank National Trust Company, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-1 By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 www.dgandl.com 54346 (WAGNER)

Enterprise  
11/16, 23 & 30, 2018

#### LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting of a proposed Marijuana Establishment is scheduled for November 23rd, 2018 at 6pm at Holiday Inn Express, 405 Westgate Drive, Brockton, MA in the Patriot Room. The proposed Retail Marijuana Establishment is anticipated to be located at 255 North Pearl St in Brockton, MA. There will be an opportunity for the public to ask questions.

Enterprise 11/16, 2018  
CN13747855

## Make Life Better... volunteer

Get involved, support  
MDA and help Jerry's Kids.

Ace Young

1.800.572.1717  
www.mda.org

MDA  
Helping Jerry's Kids

**ABUTTER NOTIFICATION FOR  
COMMUNITY OUTREACH MEETING**

11/14/18

RE:

Green Stratus Corp  
255 North Pearl St  
Brockton, MA 02301

**RE: Green Stratus Community Outreach Meeting**

Dear Sir or Madam:

This Letter is to inform you that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 23<sup>rd</sup>, 2018 at 6pm at Holiday Inn Express 405 Westgate Drive Brockton, MA in the Patriot Room. The proposed Retail Marijuana Establishment is anticipated to be located at 255 North Pearl St in Brockton, MA. There will be an opportunity for the public to ask questions.

Sincerely,



Chirag Patel  
President, Green Stratus Corp  
(508)-846-5941

RECEIVED  
2018 NOV 16 PM 1:47  
CITY CLERKS OFFICE  
BROCKTON MA



NOV 16 '18 PM 3:03

PD  
FEB

**ABUTTER NOTIFICATION FOR  
COMMUNITY OUTREACH MEETING**

11/14/18

RE:

Green Stratus Corp  
255 North Pearl St  
Brockton, MA 02301

**RE: Green Stratus Community Outreach Meeting**

Dear Sir or Madam:

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Sincerely,

A handwritten signature in blue ink, appearing to read 'Chirag Patel', is written over a horizontal line.

Chirag Patel  
President, Green Stratus Corp  
(508)-846-5941

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BRUXTON, MA 02301

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BRAUNFORD, CT 06405

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Green status is still in process of getting Final License. We have not started generating revenues.

## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

Green Stratus Corp. (“Green Stratus”) will be located at 255 North Pearl St. in Brockton, approximately 4 miles from Abington, 5 miles from Randolph, 10 miles from Braintree, and 18 miles from Quincy, which are all municipalities identified by the Commission as being areas of disproportionate impact. Our business operations will provide South Shore residents in areas of disproportionate impact with long-term employment opportunities and volunteer hours.

When hiring, we will give priority to qualified Brockton residents, followed by South Shore residents from areas of disproportionate impact, and will engage such local communities first when open positions become available. Green Stratus will work with city officials and community leaders to help make Brockton the best community to live, work, eat, play, and visit in Massachusetts.

Green Stratus’s Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) will positively impact the City of Brockton, its citizens, and other South Shore areas of disproportionate impact (which include Abington, Randolph, Braintree, and Quincy) through employment and charitable giving.

### **EMPLOYMENT**

**Goals:** To source the majority of our employees from Brockton, Abington, Randolph, Braintree and Quincy, or other areas/populations of disproportionate impact.

- Year 1 Goal: To have 20% of our workforce meet the above criteria.
- Year 2 Goal: To have 30% of our workforce meet the above criteria.
- Year 3-Ongoing Goal: To have greater than 40% of our workforce meet the above criteria.

**Programs:** Target Brockton, Abington, Randolph, Braintree, and Quincy residents for all job opportunities within our company. Green Stratus will give hiring preference to these populations, whereby qualified candidates for open job postings with equal qualifications will be selected if they self-identify as being from any of the above populations. Green Stratus has developed the following employment programs and strategies:

- Partnering with Trust Employment Agency, which services the Brockton area. Trust Employment Agency’s pool of job seekers are mostly comprised of up to 90% Brockton residents of which we will be able to filter the candidates that meet our criteria. Trust Employment Agency will also give us the ability to target other municipalities that have been identified by the Commission as areas of disproportionate impact.
- Partnering with PACC (People Affecting Community Change) lead by Jamal Gooding. PACC is a community-based organization that teaches comprehensive life skills and delivers intangible resources to the under-served of the community; e.g., homeless, veterans, and unemployed. The PACC program not only provides job placement and skill with transportation, their mentors teach life skills, conflict resolution, social responsibility, and financial management. PACC’s training programs give the ability for those who have been impacted to receive the guidance required to be on equal standing to other applicants.

**Measurement and Accountability:** At the end of each year of operation, we will conduct an analysis and create a report on the demographics of our workforce. The report will include the number and percentage of employees who are past or present residents of Brockton or past or present residents of other areas of disproportionate impact (e.g. Abington, Randolph, Braintree, and Quincy). This analysis will include whether we have met the goals outlined in this plan. If these goals are not met, the programs will be evaluated, and a determination will be made if changes need to be made.

## **VOLUNTEERING**

**Goals:** Green Stratus will make time donations to PACC and The Champion Plan in the form of volunteer hours, as outlined below:

- Year 1 Goal: Minimum of 40 volunteer hours.
- Year 2 Goal: Minimum of 50 volunteer hours.
- Year 3-Ongoing Goal: Minimum of 60 volunteer hours.

**Programs:** The PACC is dedicated to building a grassroots movement for progressive social change, rooted in communities that have been excluded from the economic benefits of the current system. To support the PACC, Green Stratus will dedicate at least 25 volunteer hours per year in which Green Stratus employees will help PACC create a training program to help individuals from Brockton gain knowledge and experience in the Cannabis Industry.

The Champion Plan is a police assisted recovery program in Brockton meant to help place individuals with substance use disorders who want help into the level of care they want. To support The Champion Plan, Green Stratus will dedicate at least 15 volunteer hours per year in which Green Stratus employees will address concerns related to the cannabis industry. Green Stratus plans to address issues regarding cannabis consumption, including tolerance, dependence, and withdrawal.

Furthermore, Green Stratus will support at least two (2) Social Equity Program participants per year through a mentorship program that will include such topics as people management skills, managerial experience, and best practices for managing a high-volume retail facility in the cannabis industry.

**Measurement and Accountability:** At the end of each year Green Stratus will conduct an analysis and create a report on:

- The number of volunteer hours spent throughout the year, including documentation of participants and the subject of such volunteer time.
- Number of Social Equity Program participants that Green Stratus supported through its mentorship program.

Green Stratus will take into account the financial status of the company so each of the following years goals may be amended accordingly.

## **Acknowledgments**

Beginning upon receipt of Green Stratus's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Stratus will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license.

As identified above, Green Stratus will support the PACC and The Champion Plan. Green Stratus acknowledges that the PACC and The Champion Plan have been contacted regarding Green Stratus's proposed support and that both organizations are willing to receive such support from Green Stratus.

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

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



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

No Fee

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

**Statement of Change of Supplemental Information**

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

**1. Exact name of the corporation:** GREEN STRATUS CORP

**2. Current registered office address:**

Name: KINJAL PATEL  
 No. and Street: 15 SAW MILL POND RD  
 City or Town: CANTON State: MA Zip: 02021 Country: USA

**3. The following supplemental information has changed:**

☒ *Names and street addresses of the directors, president, treasurer, secretary*

| Title     | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | KINJAL PATEL                                   | 15 SAW MILL POND RD<br>CANTON, MA 02021 USA                   |
| TREASURER | KINJAL PATEL                                   | 15 SAW MILL POND RD<br>CANTON, MA 02021 USA                   |
| SECRETARY | KINJAL PATEL                                   | 15 SAW MILL POND RD<br>CANTON, MA 02021 USA                   |
| DIRECTOR  | KINJAL PATEL                                   | 15 SAW MILL POND RD<br>CANTON, MA 02021 USA                   |

**\_\_\_ Fiscal year end:**

December

**\_\_\_ Type of business in which the corporation intends to engage:**

CIGAR SHOP

☒ **Principal office address:**

No. and Street: 15 SAW MILL POND RD  
 City or Town: CANTON State: MA Zip: 02021 Country: USA

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

No. and Street: 15 SAW MILL POND RD  
 City or Town: CANTON State: MA Zip: 02021 Country: USA

**which is**

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

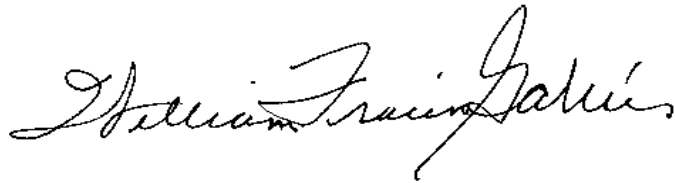
Signed by KINJAL PATEL , its PRESIDENT  
on this 2 Day of April, 2019

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

April 02, 2019 10:01 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

Minimum Fee: \$250.00

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

**Articles of Organization**

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

**Identification Number:** 001319575

**ARTICLE I**

The exact name of the corporation is:

GREEN STRATUS CORP

**ARTICLE II**

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

**ARTICLE III**

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

| Class of Stock | Par Value Per Share<br>Enter 0 if no Par | Total Authorized by Articles<br>of Organization or Amendments |                        | Total Issued<br>and Outstanding |
|----------------|--|---|------------------------|---------------------------------|
|                |  | <i>Num of Shares</i>  | <i>Total Par Value</i> |                                 |
| CNP            | \$0.00000                                | 275,000   | \$0.00                 | 1,000                           |

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

**ARTICLE IV**

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

**ARTICLE V**

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

**ARTICLE VI**

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

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

**ARTICLE VII**

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

**Later Effective Date: Time:**

**ARTICLE VIII**

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

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

Name: CHIRAG PATEL  
No. and Street: 120 BERGERON WAY  
City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

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

| Title     | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | CHIRAG PATEL                                   | 120 BERGERON WAY<br>STOUGHTON, MA 02072 USA                   |
| TREASURER | CHIRAG PATEL                                   | 120 BERGERON WAY<br>STOUGHTON, MA 02072 USA                   |
| SECRETARY | CHIRAG PATEL                                   | 120 BERGERON WAY<br>STOUGHTON, MA 02072 USA                   |
| DIRECTOR  | CHIRAG PATEL                                   | 120 BERGERON WAY<br>STOUGHTON, MA 02072 USA                   |

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

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

**f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:**  
No. and Street: 120 BERGERON WAY  
City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):**  
No. and Street: 120 BERGERON WAY

City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

**which is**

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

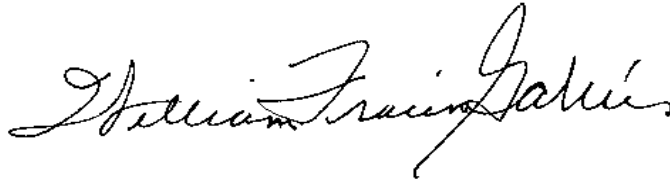
**Signed this 26 Day of March, 2018 at 2:14:52 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

CHIRAG PATEL

THE COMMONWEALTH OF MASSACHUSETTS

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

March 26, 2018 02:13 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**BYLAWS  
OF  
GREEN STRATUS CORP**

# **BYLAWS OF GREEN STRATUS CORP**

## **ARTICLE I: GENERAL**

**Section 1.01 Name and Purposes.** The name of the Corporation is **GREEN STRATUS CORP** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

**Section 1.02 Articles of Organization.** These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

**Section 1.03 Corporate Seal.** The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

**Section 1.04 Fiscal Year.** The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

**Section 1.05 Location of Principal Office of the Corporation.** The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

## **ARTICLE II: SHAREHOLDERS**

**Section 2.01 Place of Meeting.** Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

**Section 2.02 Annual Meeting.** The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

**Section 2.03 Special Shareholders' Meetings.** Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

**Section 2.04 Shareholder Nominations and Proposals.** For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice

of a shareholder proposal under this Section 2.04 simultaneously with the written request for the meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
  - (i) The name, age, business and residence address of the candidate;
  - (ii) The principal occupation or employment of the candidate; and
  - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

**Section 2.05 Notice of Shareholders' Meeting.** Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

#### **Section 2.06   *Reserved***

**Section 2.07   Fixing the Record Date.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (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.

**Section 2.08 Quorum of and Action by Shareholders.** A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

#### **Section 2.09 *Reserved***

**Section 2.10 Conduct of Meetings.** The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

**Section 2.11 Voting of Shares.** Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will

be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

**Section 2.12 Consent of Absentees.** The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 2.13 Voting by Proxy or Nominee.** Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

**Section 2.14 Action by Shareholders Without a Meeting.** Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

### **ARTICLE III: DIRECTORS**

**Section 3.01 Number of Directors; Identity of Initial Directors.** The authorized number of Directors of the Corporation shall be one (1) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Director shall be Kinjal Patel.

**Section 3.02 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, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

**Section 3.03 Term of Office.** Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

**Section 3.04 Vacancies and Newly Created Directorships.** Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**Section 3.05 Removal.** The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has committed an offense that would render the Director unsuitable to participate in the Adult Use of Marijuana program pursuant to the suitability standards set forth in 935 CMR 500.801, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

**Section 3.06 Resignation.** A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

**Section 3.07 Meetings of Directors.**

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate

it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

**Section 3.08 Electronic Participation.** Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

**Section 3.09 Quorum of and Action by Directors.** A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

**Section 3.10 Compensation.** Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

**Section 3.11 Action by Directors Without a Meeting.** Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

**Section 3.12 Committees of the Board of Directors.** The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

#### **ARTICLE IV: OFFICERS**

**Section 4.01 Positions and Election.** The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

**Section 4.02 Removal and Resignation.** Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

**Section 4.03 Powers and Duties of Officers.** The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

#### **ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 5.01 Indemnification of Officers or Directors.** The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

**Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure.** The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

#### **ARTICLE VI: SHARE CERTIFICATES AND TRANSFER**

**Section 6.01 Share Certificates.** Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and

privileges regarding classified shares or a class of shares with two (2) or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

**Section 6.02 Transfers of Shares.** Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

**"Transfer"** means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

**Section 6.03 Registered Shareholders.** The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

**Section 6.04 Lost, Stolen, or Destroyed Certificates.** The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## **ARTICLE VII: CORPORATE RECORDS AND INSPECTION**

**Section 7.01 Records.** The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by

the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

**Section 7.02 Inspection of Books and Records.** The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

**Section 7.03 Certification and Inspection of Bylaws.** The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

## **ARTICLE VIII: MISCELLANEOUS**

**Section 8.01 Checks, Drafts, Etc.** All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

**Section 8.02 Conflict with Applicable Law or Articles of Organization.** Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

**Section 8.03 Invalid Provisions.** If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

**Section 8.04 Emergency Management of the Corporation.** In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.

(c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.

(d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

**Section 8.05 Reports.** The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

**Section 8.06 Advisement of Counsel.** THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

#### **ARTICLE IX: AMENDMENT OF BYLAWS**

**Section 9.01 Amendment by Shareholders.** Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

**Section 9.02 Amendment by Directors.** Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.

**SIGNATURE PAGE TO FOLLOW**

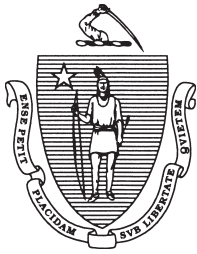
**CERTIFICATE OF SECRETARY  
OF  
Green Stratus Corp**

The undersigned, Kinjal Patel, hereby certifies that she is the duly elected and acting Secretary of **GREEN STRATUS CORP**, a Massachusetts corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of May 29<sup>th</sup>, 2019, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 29<sup>th</sup> day of May, 2019.

**GREEN STRATUS CORP**

By: Kinjal Patel  
Name: Kinjal Patel  
Title: Secretary



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: January 15, 2020

To Whom It May Concern :

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

**GREEN STRATUS CORP**

is a domestic corporation organized on **March 26, 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, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 20010335680

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

Processed by:



Commonwealth of Massachusetts  
Department of Revenue  
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1732073536  
Notice Date: January 21, 2020  
Case ID: 0-000-570-357



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREEN STRATUS CORP  
15 SAW MILL POND RD  
CANTON MA 02021-4501

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**GREEN STRATUS CORP**

## **Business Plan**

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# 1. EXECUTIVE SUMMARY

## 1.1. Mission Statement

Green Stratus Corp (“**Green Stratus**”) is a Massachusetts business corporation that is committed to operating a compliant, safe, and high-quality Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth of Massachusetts. Green Stratus seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

## 1.2. Product

Green Stratus will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, Green Stratus will offer a wide range of products that will allow Green Stratus to serve customers with a wide variety of needs and preferences. The products Green Stratus intends to offer include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

## 1.3. Customers

Green Stratus’ target customers are consumers 21 years of age or older who live and work in the City of Brockton and surrounding communities in Plymouth County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

## **1.4. What Drives Us**

Green Stratus' goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. Green Stratus also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

# **2. Company Description**

## **2.1. Corporate and Application Status**

Green Stratus is a Massachusetts business corporation in good standing that is applying for a license from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an adult use Marijuana Retailer Establishment (“**MRE**”) in the Commonwealth.

Green Stratus will file, in a form and manner specified by the Commission, an application for licensure as a MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

## **2.2. Operations**

Green Stratus has purchased the building for 255 North Pearl Street in Brockton for use as a Marijuana Retailer Establishment. 255 North Pearl Street is a 4,200 square foot commercial/retail building that was previously used as a bank business. Although the building is in good condition, Green Stratus intends to make significant modifications to the facility to renovate interior conditions and install state-of-the-art security systems. There is ample existing parking on site for customers and staff.

Green Stratus' facility will be designed with the specific intentions of ensuring consumer and client safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuance that is intended to facilitate one-on-one conversations between customer service representatives and customers. Green Stratus will meticulously invest in security, interior design, quality control, product testing, and staff training.

Green Stratus plans to obtain the marijuana flower and marijuana products to be sold at its Retailer Establishment from other licensed Marijuana Cultivator and Product Manufacturer Establishments in the Commonwealth.

## **2.3. Inventory Procedures**

Green Stratus will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of

finished, stored marijuana, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Green Stratus will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

Green Stratus will maintain records which will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Additional information on Green Stratus' inventory procedures are available in the Inventory Procedures document included with this submission.

## **2.4. Security**

Green Stratus will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Green Stratus' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the municipal Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Green Stratus' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Green Stratus will maintain a current list of individuals with access.

On-site consumption of marijuana by Green Stratus' employees and visitors will be prohibited. Green Stratus will have security personnel on-site during business hours.

Additional information on Green Stratus' security plan is available in the Security Plan document included with this submission.

## **2.5. Benefits to the City of Brockton**

Green Stratus looks forward to working cooperatively with the City of Brockton to ensure that Green Stratus operates as a responsible, contributing member of the local community. Green Stratus anticipates establishing a mutually beneficial relationship with the City in exchange for permitting Green Stratus to site and operate. The City stands to benefit in various ways, including but not limited to the following:

- a. Jobs.** Green Stratus estimates adding 15 - 25 full-time jobs for qualified Brockton residents, in addition to hiring qualified, local contractors and vendors.
- b. Host Community Agreement.** A Host Community Agreements under which Green Stratus will make significant community impact payments to the City will provide additional financial benefits beyond local property taxes to fund a variety of community and local programs, services, or organizations.
- c. Access to Quality Legal Product for Consumers.** Green Stratus will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.
- d. Local Sales Tax Revenue.** The City will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.
- e. Control.** In addition to the Commission, the Brockton Police Department and other municipal departments will have oversight over Green Stratus' security systems and processes.
- f. Responsibility.** Green Stratus is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. Economic Development.** Green Stratus' project will revitalize the surrounding area and contribute to the overall economic development of the local community.

## **2.6. Zoning and Local Compliance**

Green Stratus will remain compliant at all times with the local zoning requirements set forth in the City of Brockton Zoning Ordinance. In accordance with the Zoning Ordinance, Green Stratus' proposed Marijuana Retail Establishment is located at

255 North Pearl Street in the General Commercial (C-2) Zoning District designated for retail Marijuana Establishments.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, Green Stratus' proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

Green Stratus will apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Retailer Establishment at the proposed location. Green Stratus will comply with all conditions and standards set forth in any required local permit or approval.

Green Stratus has met with local officials and community members to discuss its plans for a proposed Marijuana Retailer Establishment, and Green Stratus has executed the required Host Community Agreement with the City. Green Stratus will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

### **3. Market Research**

#### **3.1. Industry**

29 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

#### **3.2. Customers**

The City of Brockton's population is approximately 96,000, and the population of Plymouth County is approximately 515,000.

Green Stratus' target customers are consumers 21 years of age or older who live in, work in and visit the City of Brockton and the surrounding communities in Plymouth County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

### **3.3. Competitors**

Green Stratus' main competitors will include other licensed Retailer Establishments in the City of Brockton and in other municipalities in Plymouth County.

## **4. Product / Service**

### **4.1. Products**

Green Stratus intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

1. Sativa, Indica, and Hybrid Cannabis Flower
2. Creams and Lotions
3. Topical Salves
4. Patches
5. Tinctures
6. Pre-Dosed Oil Vaporizers
7. Concentrates
8. Infused Food Products and Beverages
9. Capsules

### **4.2. Dispensary Procedures**

In accordance with 935 CMR 500.140(3), access to Green Stratus' establishment will be limited to verified individuals 21 years of age and older. Prior to entering the dispensary, a customer must present a valid, government-issued photo identification to a Green Stratus security agent to determine whether the customer is 21 years of age or older. Once the customer's identity and age are verified, the security agent will permit the customer to enter the establishment's sales area.

Once inside the sales area, the customer will enter a queue to obtain individualized service from a Green Stratus agent who will help the customer select from the available products and complete the transaction. Prior to checkout, customers will be required to confirm their identities and ages a second time. The checkout also activates the seed-to-sale tracking system that will be compliant with 935 CMR 500.105(8). Sales will be limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per adult use consumer transaction. All required taxes will be collected at the point of sale.

Once a customer has selected products for purchase, a Green Stratus agent will collect the requested items from a secure product storage area. The agent will then scan each product's barcode into the Commission-approved point of sale system. All products

will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly labeled with warnings, strain information, cannabinoid profile, and other information detailed in 935 CMR 500.105.

In the event a Green Stratus agent determines a consumer would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Green Stratus will use the point of sale system to accept payment and complete the sale. The system will back up and securely cache each sale for inspection.

In compliance with 935 CMR 5001.140(8), Green Stratus will provide educational materials designed to help consumers make informed marijuana product purchases. The educational materials will describe the various types of products available, as well as the types and methods of responsible consumption. The materials will offer education on titration, which is the method of using the smallest amount of product necessary to achieve the desired effect. Additional topics discussed in the education materials will include potency, proper dosing, the delayed effects of edible marijuana products, substance abuse and related treatment programs, and marijuana tolerance, dependence, and withdrawal.

Additional information on Green Stratus' retail policies and procedures is available in the Dispensing Procedures document included with this submission.

### **4.3. Pricing Structure**

When determining the appropriate pricing structure, Green Stratus will continually strive to find the perfect balance between affordability for consumers and preventing the diversion of product to the black market.

## **5. Marketing & Sales**

### **5.1. Growth Strategy**

Green Stratus' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of highly-trained, consummate professionals

Green Stratus plans to seek additional, appropriate locations in the Commonwealth to expand business and reach an increased number of customers in the future.

### **5.2. Communication**

Green Stratus will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public,

or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Green Stratus will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Green Stratus will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

Green Stratus will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Green Stratus will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Green Stratus will market its products and services to reach a wide range of qualified consumers.

### **5.3. Product Packaging**

Green Stratus will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Green Stratus will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### **5.4. Branding and Logos**

Green Stratus will develop logos and branding that complies with state regulations and that will distinguish Green Stratus from its competitors. Green Stratus will file for trademark protection at the state level, and when permissible, at the federal level.

Samples of the logos are included below:



## **6. Financial Summary**

Green Stratus is well-funded and has the experience to establish a successful, compliant retail operation in a timely manner based on past business experience owning and operating multiple convenience stores and liquor stores.

Green Stratus’ proposed facility in Brockton is an existing structure that will not require capital and time-intensive construction.

### **6.1. Financial Projections**

|  |                        | 2019                  | 2020                  | 2021                  | 2022                  | 2023                  |
|--|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Revenue</b>                         |                        |                       |                       |                       |                       |                       |
|  | Flower                 | \$ 633,655            | \$ 3,286,750          | \$ 5,056,981          | \$ 6,557,886          | \$ 6,063,884          |
|  | Extracts and MPIs      | \$ 366,853            | \$ 2,294,524          | \$ 4,045,585          | \$ 5,246,309          | \$ 6,063,884          |
|  | Non-THC products       | \$ 111,167            | \$ 620,142            | \$ 1,011,396          | \$ 1,311,577          | \$ 1,347,530          |
|  | <b>Total</b>           | <b>\$ 1,111,675</b>   | <b>\$ 6,201,416</b>   | <b>\$ 10,113,962</b>  | <b>\$ 13,115,772</b>  | <b>\$ 13,475,297</b>  |
| <b>Cost of Goods Sold</b>              |                        |                       |                       |                       |                       |                       |
|  | Flower                 | \$ 330,028            | \$ 1,198,294          | \$ 1,290,584          | \$ 1,171,539          | \$ 758,301            |
|  | Extracts and MPIs      | \$ 119,839            | \$ 749,544            | \$ 1,321,558          | \$ 1,713,794          | \$ 1,980,869          |
|  | Non-plant THC products | \$ 7,411              | \$ 41,343             | \$ 67,426             | \$ 87,438             | \$ 89,835             |
|  | Packaging              | \$ 28,377             | \$ 117,499            | \$ 143,312            | \$ 215,265            | \$ 208,722            |
|  | Transaction fees       | \$ 22,233             | \$ 124,028            | \$ 202,279            | \$ 262,315            | \$ 269,506            |
|  | Labor                  | \$ 212,500            | \$ 887,500            | \$ 1,678,400          | \$ 2,236,488          | \$ 2,295,638          |
|  | <b>Total</b>           | <b>\$ (720,389)</b>   | <b>\$ (3,118,209)</b> | <b>\$ (4,703,559)</b> | <b>\$ (5,686,840)</b> | <b>\$ (5,602,871)</b> |
| <b>Operating Expenses</b>              |                        |                       |                       |                       |                       |                       |
|  | Rent & Utilities       | \$ 104,900            | \$ 298,800            | \$ 480,000            | \$ 574,800            | \$ 574,800            |
|  | SG&A                   | \$ 211,780            | \$ 546,686            | \$ 884,249            | \$ 1,149,756          | \$ 1,179,075          |
|  | <b>Total</b>           | <b>\$ (316,680)</b>   | <b>\$ (845,486)</b>   | <b>\$ (1,364,249)</b> | <b>\$ (1,724,556)</b> | <b>\$ (1,753,875)</b> |
|  | <b>Total Expenses</b>  | <b>\$ (1,037,068)</b> | <b>\$ (3,963,695)</b> | <b>\$ (6,067,808)</b> | <b>\$ (7,411,396)</b> | <b>\$ (7,356,746)</b> |
| <b>Total Operating Profit (EBITDA)</b> |                        | <b>\$ 74,606</b>      | <b>\$ 2,237,720</b>   | <b>\$ 4,046,153</b>   | <b>\$ 5,704,376</b>   | <b>\$ 6,118,551</b>   |
|  | Operating Profit %     | 6.71%                 | 36.08%                | 40.01%                | 43.49%                | 45.41%                |
| <b>Capital Expenditures (CapEx)</b>    |                        | <b>\$ 705,842</b>     | <b>\$ 755,440</b>     | <b>\$ 760,389</b>     | <b>\$ 147,496</b>     | <b>\$ 146,847</b>     |
| <b>Federal Tax Deductions</b>          |                        | <b>\$ -</b>           | <b>\$ 760,825</b>     | <b>\$ 1,375,692</b>   | <b>\$ 1,939,488</b>   | <b>\$ 2,080,307</b>   |
| <b>Free Cash Flow</b>                  |                        | <b>\$ (631,236)</b>   | <b>\$ 721,455</b>     | <b>\$ 1,910,072</b>   | <b>\$ 3,617,392</b>   | <b>\$ 3,891,397</b>   |

## 7. Team

### 7.1. General

Green Stratus has assembled a team of experienced professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including business development, entrepreneurship, retail experience, marketing, and team leadership.

### 7.2. Executive Management Team

*Kinjal Patel, Director, President, Chief Executive Officer, Treasurer, Secretary, Chief Operating Officer*

### **7.3. Conclusion**

Green Stratus intends to efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Brockton and the surrounding communities in Plymouth County.

Green Stratus is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Green Stratus looks forward to working cooperatively with the City of Brockton to help spread the benefits this market will yield.



02/08/2021

**CONFIRMATION OF COVERAGE # 7767704-01**

**INSURED:** Green Stratus Corp  
255 North Pearl Street  
BROCKTON, MA 02301

**AGENT:** Gordon Atlantic Insurance  
306 Washington St  
Norwell, MA 02061

Confirmation of Coverage is effective for 90 days from the effective date unless cancelled or replaced by the Policy.  
Policy is Effective from **02/08/2021** to **02/08/2022**.

This is to certify that, in accordance with your instructions, we have procured insurance as hereinafter specified:

**CARRIER:** Admiral Insurance Company (Non-Admitted)

**POLICY NO:** CA00004082801

**Coverage:** Commercial General Liability-Marijuana Businesses - Claims Made

**Limits:**  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products - Completed Operations Aggregate  
\$1,000,000 Personal/Advertising Injury  
\$300,000 Damage To Premises Rented To You

**Deductible:** \$2,500 Per Claim - BI & PD Combined, incl. LAE

**Terms:** Subject: GREEN STRATUS CORP

Policy Term: 02/08/2021 to 02/08/2022

Business/Service: Cannabis dispensary

Retroactive Date: Inception

Minimum Retained Premium: Company to retain no less than 25% of the Minimum Term Premium if the Insured cancels.

Schedule of Forms & Endorsements

JA10010720 COVER JACKET - ADMIRAL INSURANCE COMPANY

DE20010820 COMMON POLICY DECLARATIONS

DE20020820 COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

AI67040920 CLAIM REPORTING NOTICE ADDRESS INFORMATION

CG00020413 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

AD69610319 CANNABIS BUDTENDER PROFESSIONAL LIABILITY INSURANCE COVERAGE  
(includes \$100k each claim limit \$100k aggregate \$2500 ded)

CG20011219 PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG20111219 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES blanket coverage  
 CG20121219 ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS Cannabis Control Commission  
 CG20151219 ADDITIONAL INSURED - VENDORS blanket coverage  
 CG20181219 ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER blanket coverage  
 CG20341219 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU  
 CG21060514 EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION  
 CG21320509 COMMUNICABLE DISEASE EXCLUSION  
 CG21351001 EXCLUSION - COVERAGE C - MEDICAL PAYMENTS  
 CG21651204 TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION  
 CG21750115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES  
 CG24260413 AMENDMENT OF INSURED CONTRACT DEFINITION  
 CG24500615 LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT  
 IL00171198 COMMON POLICY CONDITIONS  
 IL00210702 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
 AD07400207 CROSS LIABILITY EXCLUSION  
 AD07431211 KNOWN EVENT INCIDENT INJURY OR DAMAGE EXCLUSION  
 AD07460704 LIMITATION OF COVERAGE TO OPERATIONS PERFORMED IN DESIGNATED STATES - Massachusetts  
 AD08420216 BODILY INJURY REDEFINED  
 AD08680217 DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT (CAPPED AT \$5,000,000)  
 AD66000511 LEAD EXCLUSION (ABSOLUTE)  
 AD66010715 PUNITIVE DAMAGE EXCLUSION  
 AD66080705 ASBESTOS EXCLUSION (ABSOLUTE)  
 AD66090295 MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT  
 AD66110511 DEDUCTIBLE LIABILITY INSURANCE  
 AD67720617 PRIOR PRODUCTS AND OPERATIONS EXCLUSION  
 AD68760211 MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION EXCEPT BODILY INJURY CAUSED BY YOUR PRODUCT  
 AD68891213 SPECIAL JOINT FORM CLAIMS MADE  
 AD69160215 FIREARMS EXCLUSION ABSOLUTE  
 AD69530120 HEALTH HAZARD EXCLUSION (LIMITED) - MARIJUANA BUSINESSES  
 AD69540518 LIMITATION OF COVERAGE TO OPERATIONS CONDUCTED AT DESIGNATED RETAIL PREMISES 255 North Pearl St, Brockton MA 02301  
 AD69580819 PREMIUM AUDIT WAIVER  
 AD69600319 FAILURE TO MAINTAIN AND COMPLY WITH CANNABIS LICENSE EXCLUSION



AD69620319 ADDITIONAL INSURED - TRADE SHOW SPONSOR - AUTOMATIC STATUS  
 WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU (MARIJUANA BUSINESSES)  
 AD66620705 SILICA EXCLUSION (ABSOLUTE)  
 AD66650909 SPECIFIED OPERATIONS ENDORSEMENT – Cannabis dispensary  
 AD66690905 SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY  
 AD67081013 OCCUPATIONAL DISEASE EXCLUSION ABSOLUTE  
 AD67380819 AUTO EXCLUSION (ABSOLUTE)  
 AD67480511 INTELLECTUAL PROPERTY EXCLUSION (AMENDED DEFINITION OF  
 PERSONAL AND ADVERTISING INJURY)  
 AD67600415 PREMIUM BASIS DEFINITION-GROSS SALES  
 AD67690413 ELECTROMAGNETIC RADIATION EXCLUSION  
 AD69730120 VAPORIZING DEVICE AND VAPORIZING CARTRIDGE LIABILITY COVERAGE  
 (includes \$1m sublimit each Occ \$1m sublimit Agg) for vape devices  
 AD69770220 DESIGNATED PRODUCTS EXCLUSION - VAPORIZER-RELATED PRODUCTS  
 AD69790320 DESIGNATED PRODUCTS EXCLUSION - VAPORIZING DEVICES EXCEPT  
 DEVICES WITH EMBEDDED BATTERIES  
 AI08440416 LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form) 200%  
 for three years  
 AI44020519 SERVICE OF SUIT

**Rate:** \$2.50 Per \$1,000 Gross Sales (\$4,950,000) (Class 19991 – MARIJUANA - RETAIL NO  
 ON-PREM CO)  
 \$10.00 Per \$1,000 Gross Sales (\$50,000) (Class 59776 – ELEC CIG OR VAPORIZER  
 PRODUCTS)  
 \$12,875 Minimum and Deposit Premium

**TRIA:** Excluded

**Subjectivities:** Please send in the following to complete the file:  
 - Completed, signed and dated ACORD 125 Commercial Insurance Application-Applicant  
 Information Section  
 - Copy of all state and local licenses  
 - Signed and dated Marijuana Liability Application by owner  
 - No prior coverage? app state since 2018? Need NKLL  
 - Signed MA Affidavit

|                           |           |                  |                             |
|---------------------------|-----------|------------------|-----------------------------|
| M&D Premium               | \$        | 12,875.00        |                             |
| Broker Fee                | \$        | 250.00           | Fully retained at inception |
| MA State Tax              | \$        | 515.00           |                             |
| <b>Total Gross Amount</b> | <b>\$</b> | <b>13,640.00</b> |                             |

No flat cancellations. 25.0% minimum retained premium in the event of cancellation. Fees are 100% Fully Earned.

**"This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not**



**supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D."**

Worldwide Facilities LLC - 1707341

Please review the above carefully; terms and/or conditions may differ from those requested in your submission. In addition to the above mentioned exclusions, the policy contains other standard exclusions; specimen policies are available upon request. Terms herein are summarized for use by a licensed broker and should not be submitted in this format to the applicant. Please call with any questions.

This Confirmation of Coverage is subject to all terms and conditions of the policy to be issued. The Confirmation of Coverage shall be terminated and voided by delivery of a policy to either the Insured, his agent or representative. The coverage will remain in effect for the term indicated unless cancelled by the Insured, Worldwide Facilities, LLC or the Company, via written notice.

This Confirmation of Coverage is a privileged document and shall not be released or assigned in whole or in part to any other person or entity without the written consent of Worldwide Facilities, LLC, endorsed here on.

  
\_\_\_\_\_  
Davis D. Moore

# **GREEN STRATUS CORP**

## **Plan for Restricting Access to Age 21 and Older**

## Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), the facility operated by Green Stratus Corp. (“Green Stratus”) will only be accessible by consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, a Green Stratus agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Green Stratus discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Green Stratus will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Green Stratus will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Green Stratus will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Green Stratus will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.**” Pursuant to 935 CMR 500.105(6)(b), packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Green Stratus’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

# **GREEN STRATUS CORP**

## **Quality Control and Testing**

# Quality Control and Testing

## Quality Control

Green Stratus Corp. (“Green Stratus”) will comply with the following sanitary requirements:

1. Any Green Stratus agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Green Stratus agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Green Stratus’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Green Stratus’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Green Stratus’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Green Stratus will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Green Stratus’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Green Stratus’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Green Stratus’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Green Stratus will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Green Stratus will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

12. Green Stratus's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Green Stratus will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Green Stratus will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Green Stratus will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Green Stratus's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

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

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

## Testing

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

Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

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

Green Stratus will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Green Stratus's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Green Stratus for disposal or by the Independent Testing Laboratory disposing of it directly.

# **GREEN STRATUS CORP**

## **Qualifications and Training**

## Qualifications and Training

Green Stratus Corp. (“Green Stratus”) will ensure that all employees hired to work at a Green Stratus facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications

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

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

### Training

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

On or after July 1, 2019, all of Green Stratus’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Green Stratus’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Green Stratus’s owners, managers, and employees will then successfully complete the program once every year thereafter. Green Stratus will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Green Stratus’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

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

# **GREEN STRATUS CORP**

## **Maintaining of Financial Records**

## Maintaining of Financial Records

Green Stratus Corp. (“Green Stratus”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If colocated with a medical marijuana treatment center, maintaining and providing 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).
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.



# **GREEN STRATUS CORP**

## **Separating Recreational and Medical Operations**

## Separating Recreational and Medical Operations

Green Stratus Corp. (“Green Stratus”) intends to only pursue licensure for an adult-use marijuana establishment, but in the event Green Stratus is granted a medical license, it has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Green Stratus will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Green Stratus will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Green Stratus’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Green Stratus location and transferable to Green Stratus’s retailer location within 48 hours. Green Stratus may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Green Stratus will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Green Stratus will have a separate area within the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.



## Standard Operating Policies & Procedures For Retail

The Document entitled "Cannapi Standard Operating Policies & Procedures for Retail" is intellectual property of Cannapi and contains sensitive business information that allows Cannapi to maintain a business advantage over our competitors. This document is released at the authorization of Cannapi for purposes of Massachusetts Municipal and State permitting, licensing and inspection. This information is not authorized to be released to a third party without the expressed written permission of the CEO of Cannapi.

## **Record Keeping**

### ***Overview***

Cannapi has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Cannapi documents. Records will be stored at Cannapi in the Manager's Office electronically. All written records will be available for inspection by the Commission upon request. Cannapi records are only accessible to the Chief Executive Officer, General Manager, Assistant Manager, and Inventory Manager as necessary, as well as Commission staff.

To ensure that Cannapi is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Cannapi's quarter-end closing procedures. In addition, Cannapi's operating procedures will be updated on an ongoing basis as needed.

### ***Corporate Records***

Those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:

- Annual Report
- Secretary of State Filings
- Board of Directors Meetings
- Minutes from Board of Directors Meetings

### ***Business Records***

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Cannapi;
- List of all executives of Cannapi, and members, if any, which must be made available upon request by any individual.

### ***Personnel Records***

At a minimum will include:

- Job descriptions for each agent position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Cannapi agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Cannapi and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed responsible vendor and eight-hour related duty training.
- Personnel policies and procedures; and

- All background check reports obtained in accordance with 935 CMR 500.030.

### ***Inventory Records***

The record of each inventory will include, at a minimum:

- the date of the inventory
- a summary of the inventory findings
- the names, signatures, and titles of the agents who conducted the inventory.

As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

### ***Seed-to-Sale Tracking Records***

Cannapi will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all Marijuana products; and all damaged, defective, expired, or contaminated marijuana and Marijuana products awaiting disposal.

Cannapi's Point of Sale System, Blaze, will integrate with the Metrc system and update records in real time.

### ***Incident Reporting Records***

Within ten (10) calendar days, Cannapi will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Cannapi for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

### ***Visitor Records***

A visitor sign-in and sign-out record will be maintained at the security vestibule. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor. The visitor log will be audited daily and electronically stored weekly by security agents.

### ***Waste Disposal Records***

When marijuana or marijuana products are disposed or handled, Cannapi will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Cannapi agents present during the disposal or handling, with their signatures. All product that is disposed will be shredded and fully mixed with cat litter (rendering it useless) in our locked waste bin within our vault. Our waste management company (EOMS) will be collecting and disposing of the waste. Cannapi will keep disposal records for at least 3 years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

### ***Security Records***

Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

### ***Transportation Records***

Cannapi will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

### ***Agent Training Records***

Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

### ***Closure***

In the event Cannapi closes, all records will be kept for at least 2 years at Cannapi's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Cannapi will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

### ***Written Operating Policies and Procedures***

Policies and Procedures related to Cannapi's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000;
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11);
- 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;
- Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
  - Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - 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 any Other Jurisdiction
- A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual.
- Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
- Policies and procedures for energy efficiency and conservation that shall include:

- Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

### ***Record-Retention***

Cannapi will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

### ***Inventory and Transfer***

Cannapi will enter all Products into Metrc and accurately report the physical location of the Products within the same business day. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Real-time inventory will be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. It is the responsibility of the General Manager and Inventory Manager to ensure Products are properly entered at each phase and continuously audited to ensure accuracy. Package tags will be attached to all Finished Marijuana and Marijuana Products. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

Cannapi has established inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products stored Marijuana as additionally detailed in other Cannapi operating procedures. Cannapi will conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored

Marijuana at minimum. At the retail facility inventory will be conducted weekly by the Inventory Manager assisted by an Inventory Associate. A comprehensive annual inventory will occur at least once every year after the date of the previous comprehensive inventory. In the event inventory is taken by use of an oral recording device, it will be promptly recorded. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.



## Standard Operating Policies & Procedures For Retail

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## **Diversity Plan**

### ***Intent***

Cannapi is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities, and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is, the more successful Cannapi will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

### ***Purpose***

Cannapi's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company. Cannapi's Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands. Any actions taken, or programs instituted by Cannapi will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

### ***Proposed Initiatives, Goals and Metrics***

**GOAL 1:** Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

**Proposed Initiative:** As part of its hiring plan, Cannapi will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities, and LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, Cannapi will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as MassHire Greater Brockton Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);

- Attend community group meetings in and around Brockton, at least two annually, to introduce Cannapi and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Cannapi will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Cannapi will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Cannapi. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: Cannapi will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Cannapi will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Cannapi. Cannapi will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Cannapi will be able to demonstrate to the Commission the success or progress of this initiative.

GOAL 2: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, Cannapi will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ+ individuals (herein referred to as Plan Populations).

Metrics and Evaluation: Cannapi will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Cannapi will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, Cannapi will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Cannapi and address the existing hiring needs to attract a diverse array of suppliers. Cannapi will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, Cannapi will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of

employment opportunities with Cannapi. Cannapi's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services with a goal of having 5% of these businesses be owned by women, 5% of these businesses be owned by minorities, and 5% of these businesses be owned by veterans, people with disabilities, and/or LGBTQ+ individuals. Cannapi will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

### ***Conclusion***

Cannapi will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Progress or success of this plan, in its entirety, will be documented and presented to the Commission annually upon renewal of its license to occur on the anniversary of its provisional licensure (whether or not Cannapi has been granted a final license). Any actions taken, or programs instituted by Cannapi will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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## **Personnel Policies and Procedures**

### ***Alcohol, Smoke & Drug-Free Workplace***

Cannapi believes in a drug-free, healthy, and safe workplace. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Cannapi will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs.

### ***Personnel Records***

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Cannapi and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that Cannapi submitted to the Commission on behalf of any prospective Cannapi agent;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports completed by Creative Services, Inc and reviewed by the General Manager.
- Documentation that references were checked prior to agent being hired;
- Offer letter from Cannapi to the new agent, including job title and supervision;
- Materials submitted to the Commission for agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

### ***Key Staff***

In the event of an incident or an emergency the following contacts should be notified:

|                                       |              |
|---------------------------------------|--------------|
| Chief Executive Officer: Kinjal Patel | 508-269-7950 |
| General Manager: Matthew O'Brien      | 508-649-5748 |

### ***Board Members and Executives***

President and Director – Kinjal Patel  
 Treasurer, CFO and Director – Kinjal Patel  
 Secretary and Director – Kinjal Patel

### ***External Agencies / Departments***

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission: 617-701-8400  
 Massachusetts State Police: 508-820-2300  
 City of Brockton Fire Department: (508) 583-4422 ext. 573  
 City of Brockton Health Department: (508) 580-7175  
 City of Brockton Police Department: (508) 941-0200  
 City of Brockton City Hall: (508) 580-7123

### ***Agent and Physical Risk Reduction Measures***

- Agents suspected of diversion will be reported to local law enforcement authorities;
- Multiple surveillance cameras in Limited Access Areas and all areas considered to be high risk for the occurrence of diversion including but not limited to the secure inventory areas and vault areas, among others;
- Minimum of two (2) agents present when making deposits or withdrawals of marijuana product or cash into designated vault rooms;
- Vaults monitored by multiple security monitors and systems at all times and will require a minimum of two (2) agents to open/lock;
- Limited Access Areas and Restricted Access Areas clearly marked, secured, and monitored at all times; and
- Security checks are in place at the security vestibule to ensure unauthorized individuals do not gain access to the Cannapi facility.

### ***Agent Background Checks***

- In addition to completing the agent registration process, all agents hired to work for Cannapi will undergo a detailed background investigation prior to being granted access to Cannapi or beginning work duties.
- Background checks will be performed to screen for the following, among others:
  - Past criminal convictions;
  - Past drug-related offenses;
  - Concealed weapon permits;
  - DEA controlled substance registrations;
  - Professional licenses;
  - Driver's license information;
  - Docket search of state and federal criminal & civil actions;
  - Credit check;
  - Bankruptcies, liens & judgments; and
  - Healthcare licenses & sanctions.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Cannapi or the Commission.

### ***Agent Training***

Cannapi will ensure that all agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the

Seed-to-sale SOR will receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

- New hire orientation – overview of Cannapi and employment policies and procedures as outlined in the Handbook;
- General security procedures relevant to all Cannapi agents;
- Detailed security procedures relevant to the agents' job function;
- Confidentiality – including Cannapi's policies and procedures such as security;
- Recordkeeping requirements;
- Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
- All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

### ***Responsible Vendor Training***

All current owners, managers and employees of Cannapi that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor". Once Cannapi is designated a "Responsible Vendor", all new employees involved in the handling and sale of marijuana for adult use will successfully complete a Responsible Vendor Training Program within 90 days of hire. After the initial successful completion of the Responsible Vendor Training Program, each owner, manager, and employee 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". Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis. Cannapi will maintain records of Responsible Vendor Training Program compliance for four years and make them available for the inspection by the Commission and any other applicable licensing authority on request during normal business hours.

### ***Dismissal of Marijuana Establishment Agents***

Cannapi asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. Cannapi reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month. Under federal law, resigning agents are entitled to participate in Cannapi's group health plan at their own expense for at least eighteen (18) months.

Cannapi will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation. Cannapi will notify the Commission no more than one (1) business day after the agent's employment concludes.

Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Cannapi's standard operating procedures (Commission will be notified); or been convicted or entered a guilty 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. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

### ***Exit Interview***

Agents who resign from Cannapi are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Cannapi and to gather suggestions for how Cannapi can improve policies and practices.

Exit interviews are designed and intended to be constructive for both Cannapi and agents. As a result, Cannapi does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.