



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR281939  
Original Issued Date: 05/11/2020  
Issued Date: 05/11/2020  
Expiration Date: 05/11/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green World LLC

Phone Number: 774-274-0009 Email Address: gevorgsaribekyan@yahoo.com

Business Address 1: 897 N Montello St

Business Address 2:

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 40 Chilton Road

Mailing Address 2:

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: no

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Gevorg

Last Name: Saribekyan

Suffix:

Gender: Male

User Defined Gender:

Date generated: 04/28/2021

Page: 1 of 6

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Sunny

Last Name: Aroustamian Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

First Name: James

Last Name: Smith

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Security Director/  
Consultant

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Gevorg

Last Name: Saribekyan Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$122500

Percentage of Initial Capital: 25

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: Sunny

Last Name:  
Aroustamian

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of Capital:

Total Value of the Capital Provided:  
\$127500

Percentage of Initial Capital:  
25

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Gevorg

Owner Last Name: Saribekyan

Owner Suffix:

Entity Legal Name: Green Heart LTD.

Entity DBA: Green Heart

Entity Description: retail dispensary

Entity Phone: 720-999-8919

Entity Email:  
greenheartltd@gmail.com

Entity Website: www.greenheartdispensary.com

Entity Address 1: 19005 E. Quincy Avenue

Entity Address 2:

Entity City: Aurora

Entity State: CO

Entity Zip Code: 80015

Entity Country: USA

Entity Mailing Address 1: 19005 E. Quincy Avenue

Entity Mailing Address 2:

Entity Mailing City: Aurora

Entity Mailing State: CO

Entity Mailing Zip Code:

Entity Mailing Country:

80015

USA

**Business Interest in Other State 2****Business Interest of an Owner or the Marijuana Establishment:** Business Interest of an Owner**Owner First Name:** Gevorg **Owner Last Name:** Saribekyan**Owner Suffix:****Entity Legal Name:** Trust Group LLC**Entity DBA:** Trust Group**Entity Description:** marijuana retail and cultivation center**Entity Phone:****Entity Email:****Entity Website:** None

720-224-2224

trutenterpisellc@gmail.com

**Entity Address 1:** 6754 Highway 17**Entity Address 2:****Entity City:** Moffat**Entity State:** CO**Entity Zip Code:** 81143**Entity Country:** USA**Entity Mailing Address 1:** 6754 Highway 17**Entity Mailing Address 2:****Entity Mailing City:** Moffat **Entity Mailing State:** CO**Entity Mailing Zip Code:****Entity Mailing Country:**

81143

USA

**DISCLOSURE OF INDIVIDUAL INTERESTS**

No records found

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS****Establishment Address 1:** 897 North Montello Street**Establishment Address 2:****Establishment City:** Brockton**Establishment Zip Code:** 02301**Approximate square footage of the establishment:** 3100**How many abutters does this property have?:** 17**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	1 pg signed hca cert form.pdf	pdf	5ca110ae5d4b0b1b3ebc4b90	03/31/2019
Plan to Remain Compliant with Local Zoning	GWGH Plan to Remain Complaint w Local Zoning FINAL 052019.pdf	pdf	5ced4e801dae681319ce83ef	05/28/2019
Certification of Host Community Agreement	final hca cert form 52019.pdf	pdf	5ced51c869291617ba85e284	05/28/2019

**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.: \$**

**PLAN FOR POSITIVE IMPACT**

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Green World Support Letter.pdf	pdf	5dd00f4d160e3b57a3dd2675	11/16/2019
Plan for Positive Impact	GWGH Positive Impact Plan FINAL - CCC update 11.22.19.pdf	pdf	5dd85711170b4c5353e3b8fc	11/22/2019
Other	Charity Guild CCC Letter for Green world, LLC.pdf	pdf	5dd85718160e3b57a3dd3a35	11/22/2019

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

Role: Owner / Partner Other Role: CEO  
 First Name: Gevorg Last Name: Saribekyan Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

### Individual Background Information 2

Role: Owner / Partner Other Role: COO  
 First Name: Sunny Last Name: Aroustamian Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

### Individual Background Information 3

Role: Other (specify) Other Role: Security Director  
 First Name: James Last Name: Smith 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	Secretary of State registration .pdf	pdf	5bc79584f2f9f2028f52256d	10/17/2018
Articles of Organization	Certificate of Amendment - Green World LLC.pdf	pdf	5c8d1bc85d4b0b1b3ebc2faa	03/16/2019
Bylaws	LLC_Operating Agreement_Green World LLC - signed.pdf	pdf	5ca39ca42724e81b525603d9	04/02/2019
Secretary of Commonwealth - Certificate of Good Standing	GREEN WORLD LLC-Cert. of GS - SOS.pdf	pdf	5dd8480a9c1081532b9a6af5	11/22/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing - DOR - 11.21.19 Green World LLC.pdf	pdf	5dd8484166a32657cfbdc4ef	11/22/2019

No documents uploaded

Massachusetts Business Identification Number: 001347390

Doing-Business-As Name: Green Heart

DBA Registration City: Brockton

## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GWGH Business Plan FINAL 052019.pdf	pdf	5ced5a99624ce5135e924344	05/28/2019
Proposed Timeline	GWGH Proposed Timeline FINAL 11.16.19.pdf	pdf	5dd01aa966a32657cfbdb1e6	11/16/2019
Plan for Liability Insurance	Liability Insurance 11.22.19.pdf	pdf	5dd84a259c1081532b9a6b2b	11/22/2019

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	GWGH Plan for Obtaining Marijuana FINAL 052019.pdf	pdf	5ced5b0764ca8317f4fc94bf	05/28/2019
Restricting Access to age 21 and older	GWGH POLICY Restricting Access To 21 And Older FINAL 052019.pdf	pdf	5ced5b091dae681319ce8438	05/28/2019
Security plan	GWGH Security Plan FINAL 052019.pdf	pdf	5ced5b0a50e7af1803c1d61f	05/28/2019
Prevention of diversion	GWGH POLICY To Prevent Diversion FINAL 052019.pdf	pdf	5ced5b0bc70e2b132b31333d	05/28/2019
Storage of marijuana	GWGH POLICY Regarding Storage of Marijuana and Marijuana Product FINAL 052019.pdf	pdf	5ced5b0c69291617ba85e2b6	05/28/2019
Transportation of marijuana	GWGH POLICY Transportation FINAL 052019.pdf	pdf	5ced5b3facc50017edd60704	05/28/2019
Inventory procedures	GWGH POLICY Inventory Procedures FINAL 052019.pdf	pdf	5ced5b40622b7c1357f6f6e3	05/28/2019
Dispensing procedures	GWGH POLICY Dispensing FINAL 052019.pdf	pdf	5ced5b4169291617ba85e2bc	05/28/2019
Personnel policies including background checks	GWGH POLICY Personnel FINAL 051719.pdf	pdf	5ced5b43722cea17c125ed33	05/28/2019
Record Keeping procedures	GWGH POLICY Record Keeping FINAL 052019.pdf	pdf	5ced5b7641a4321320f26557	05/28/2019
Maintaining of financial records	GWGH POLICY Maintenance of Financial Records FINAL 052019.pdf	pdf	5ced5b7758ad7e1336c25887	05/28/2019
Qualifications and training	GWGH POLICY Qualifications and Training FINAL 052019.pdf	pdf	5ced5b79bbb9651341339beb	05/28/2019
Quality control and testing	GWGH POLICY Quality Control and Testing FINAL 11.16.19.pdf	pdf	5dd84e60ea4df3530e645df6	11/22/2019
Diversity plan	GWGH Diversity Plan FINAL 2.28.20.pdf	pdf	5e59495402a6e7045352fef8	02/28/2020

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

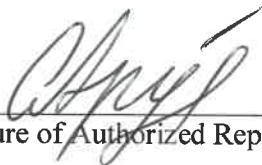
Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

## 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, Sunny Aroustamian, (*insert name*) certify as an authorized representative of Green World, LLC (*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 September 28, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Mayor Bill Carpenter, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Brockton (*insert name of host community*) to certify that the applicant and City of Brockton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/28/2018 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

GREEN WORLD, LLC

d/b/a

**GREEN HEART**



**PLAN TO**

**REMAIN COMPLIANT WITH LOCAL ZONING**



### **Plan to Remain Compliant with Local Zoning**

The address for Green Heart's ("GH") Marijuana Establishment is 897 North Montello Street, Brockton, Massachusetts. The Dispensary complies with all Brockton Recreational Marijuana zoning requirements.

GH's two owners have extensive experience with state and local compliance. Co-owner Gevorg Saribekyan has extensive experience in the Colorado market for retail, manufacturers and cultivating establishments, and has a spotless record of compliance. Co-owner Sunny Aroustamian has prior experience in managing and operator a large-scale convention center/night club in Hyannis, Massachusetts. The oversight and responsibility of managing the dispensing of alcohol to large groups of people is similar to the requirements in GH's proposed marijuana retail establishment. Mr. Aroustamian also owns and operates motor vehicle sales, repair and autobody shops that also have local and state oversight and which licenses are subject to annual review. In addition, GH will hire and train a Compliance Manager whose sole responsibility will be training the remaining staff and overseeing the entire operation. The Compliance Manager will report directly to the Chief Executive Officer, Chief Operating Officer, and work beside the Security Director.

The City of Brockton has adopted nearly identical regulations as the Cannabis Control Commission (CCC) concerning licensure and therefore there will not be a significant additional burden on Green Heart concerning compliance. Along with the annual CCC review and renewal, the City's license commission is charged with the oversight of retail cannabis retailers.

GH'S operational plan is well positioned to ensure its operations will be compliant with the City's local requirements.

GH intends to abide by all local regulations and rules concerning its operation and any improvements or alterations to Green Heart's premises.

GH shall provide access to its premises and records at any time requested by local authorities.

In accordance with Brockton's Zoning Bylaws, the proposed property is located in Brockton's Zone C2. In compliance with 935 CMR 500.110(3), Green Heart's retail property is *not* located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12, nor located within 500 feet of another Marijuana Establishment.

Green Heart ("GH") will remain compliant at all times with the local zoning requirements set forth in the City of Brockton's Zoning Ordinance.

In accordance with the Zoning Ordinance, GH's proposed retail facility is located in an area that has been designated by the City of Brockton for the aforementioned uses.

As required by City of Brockton, GH will apply for a Special Permit from the Planning Board and will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Establishment at GH's proposed location.

GH has attended several meetings with various municipal officials and boards to discuss GH's plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with City of Brockton. GH will continue to work closely with Brockton's various municipal departments, boards, and officials to ensure that GH's Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. In addition, GH has retained the Brockton-based law firm Silverstein & Creedon to represent the Company and work in conjunction with GH and the city of Brockton on zoning compliance and related requirements.

## 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, Sunny Aroustamian, (*insert name*) attest as an authorized representative of Green World, LLC (*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 January 25, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 17, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 17, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 17, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



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WICKED  
LOCAL

dated March 8, 2004, and recorded in the Plymouth County Registry of Deeds in Book 27717, Page 196, and now held by Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/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 Three Pemberton Square, Boston, MA 02108 on or before February 11, 2019 or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, Gordon H. Piper, Chief Justice of this Court on December 31, 2018

Attest:

Deborah J. Patterson  
Recorder

13762415 1/17/19

Outreach meeting.

"Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 25, 2019 at 6 PM at the Holiday Inn, 405 Westgate Drive, Brockton, MA 02301. The proposed Marijuana Retail License is anticipated to be located at 897 North Montello Street, Brockton, Massachusetts 02301. There will be an opportunity for the public to ask questions."

13764367 1/17/19

Smart Shoppers  
Shop the Classifieds

The Enterprise  
508-588-5000

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 Three Pemberton Square, Boston, MA 02108 on or before February 11, 2019 or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of said Court on December 26, 2018.

Attest:

Deborah J. Patterson  
Recorder  
13960

13761973 1/17/19

pine street

An Order: Amending Chapter XIII, Section 39 of the Rules and Regulations of the City of Brockton Traffic Commission.

In accordance with Chapter 71 of the Acts and Resolves of 1973, the Traffic Commission voted the following: Chapter 13, Section 39 (Obedience to Isolates Stop Signs) is hereby amended by adding the following:

Install two "Stop" signs and post eastbound on Pine Street thus creating a 3-way stop

Passed at Traffic Commission meeting of December 8, 2018

Captain John Hallisey,  
Traffic Commissioner

13763761  
1/16,17,2019

## ATTACHMENT "A"

Witness, GORDON H. PIPER, Esquire, Chief Justice of said Court, this ninth day of January in the year two thousand and nineteen.

Attest with Seal of said Court.

Deborah J. Patterson  
Recorder

Plaintiff's Attorney: James E. Coppola, Esq., Coppola & Coppola, 40 South Street, Marblehead, MA 01945 (781) 639-0140

13759960 1/17/19

4 fire fly lane

NOTICE OF PUBLIC  
HEARING  
CONSERVATION  
COMMISSION  
BRIDGEWATER,  
MASSACHUSETTS

In accordance with Massachusetts General Laws, Chapter 131, Section 40 and the Town of Bridgewater Local Wetland By-Law, the Bridgewater Conservation Commission will hold a public hearing on Thursday, January 24, 2019 at 7:15 PM on the second floor of the Municipal Office Building located at 66 Central Square, Bridgewater MA 02324 on a Notice of Intent filed by Maroney Building & Contracting, Inc. The applicant proposes to construct a duplex dwelling with driveways and associated utilities including on-site septic systems. The property is owned by Maroney Building & Contracting, Inc. and is located at Lot 4 Fire Fly Lane, Bridgewater, MA. Map 49 Parcels 98 & 99.

All interested persons are encouraged to attend.

13763791 1/17/19

3 fire fly lane

NOTICE OF PUBLIC  
HEARING  
CONSERVATION  
COMMISSION  
BRIDGEWATER,  
MASSACHUSETTS

In accordance with Massachusetts General Laws, Chapter 131, Section 40 and the Town of Bridgewater Local Wetland By-Law, the Bridgewater Conservation Commission will hold a public hearing on Thursday, January 24, 2019 at 7:15 PM on the second floor of the Municipal Office Building located at 66 Central Square, Bridgewater MA 02324 on a Notice of Intent filed by Maroney Building & Contracting, Inc. The applicant proposes to construct a duplex dwelling with driveways and associated utilities including on-site septic systems. The property is owned by Maroney Building & Contracting, Inc. and is located at Lot 3 Fire Fly Lane, Bridgewater, MA. Map 49 Parcel 98.

All interested persons are encouraged to attend.

13763785 1/17/19

Make Life Better...  
volunteer

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

Age Young



1.800.572.1717  
www.mda.org

MDA  
Helping Jerry's Kids

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Kord  
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Suite  
Lowe  
(978)  
Shan

1376



EA

**ATTACHMENT "B"**

**SILVERSTEIN & CREEDON**

ATTORNEYS AT LAW  
LEGION COMMONS  
71 LEGION PARKWAY, THIRD FLOOR  
BROCKTON, MASSACHUSETTS 02301

DAVID SILVERSTEIN  
1928-1985  
RALPH SILVERSTEIN  
SCOTT B. RUBIN  
JACK O. SILVERSTEIN

TELEPHONE (508) 587-0142  
FAX (508) 588-2667  
1-800-752-3202

JOHN F. CREEDON  
JOHN T. MURPHY

TELEPHONE (508) 584-4088  
FAX (508) 584-7760

January 16, 2018

**NOTICE: You are being notified of a public hearing as your property  
is within 300 feet of the following proposal.**

**RE: A proposed Marijuana Retail License is anticipated to be located at  
897 North Montello Street, Brockton, Massachusetts 02301.**

Dear Abutter:

**"Notice is hereby given that a Community Outreach Meeting for a proposed  
Marijuana Establishment is scheduled for January 25, 2019 at 6 PM at the Holiday  
Inn, 405 Westgate Drive, Brockton, MA 02301. The proposed Marijuana Retail  
License is anticipated to be located at 897 North Montello Street, Brockton,  
Massachusetts 02301. There will be an opportunity for the public to ask questions."**

Very truly yours,



SCOTT B. RUBIN, ESQUIRE

SBR: jmp

## SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mayor Carpenter  
CITY OF BROCKTON  
5 SCHOOL ST - B6  
BROCKTON MA 02301



9590 9402 4582 8278 3455 83

2. Article Number (Transfer from service label)

7018 0360 0000 9210 7561

PS Form 3811, July 2015 PSN 7530-02-000-9063

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

4. Priority Mail Express®

5. Registered Mail™

6. Registered Mail Restricted Delivery

7. Certified Mail®

8. Certified Mail Restricted Delivery

9. Collect on Delivery

10. Collect on Delivery Restricted Delivery

11. Insured Mail

12. Mail Restricted Delivery

13. Signature Confirmation™

14. Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON  
Planning Board  
45 SCHOOL ST  
BROCKTON MA 02301



9590 9402 4582 8278 3455 76

2. Article Number (Transfer from service label)

7018 0360 0000 9210 7578

PS Form 3811, July 2015 PSN 7530-02-000-9063

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

4. Priority Mail Express®

5. Registered Mail™

6. Registered Mail Restricted Delivery

7. Certified Mail®

8. Certified Mail Restricted Delivery

9. Collect on Delivery

10. Collect on Delivery Restricted Delivery

11. Insured Mail

12. Mail Restricted Delivery

13. Signature Confirmation™

14. Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON  
License Commission  
45 SCHOOL ST  
BROCKTON MA 02301



9590 9402 4582 8278 3455 90

2. Article Number (Transfer from service label)

7018 0360 0000 9210 7554

PS Form 3811, July 2015 PSN 7530-02-000-9063

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

4. Priority Mail Express®

5. Registered Mail™

6. Registered Mail Restricted Delivery

7. Certified Mail®

8. Certified Mail Restricted Delivery

9. Collect on Delivery

10. Collect on Delivery Restricted Delivery

11. Insured Mail

12. Mail Restricted Delivery

13. Signature Confirmation™

14. Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON  
Clerk's Office  
45 SCHOOL ST  
BROCKTON MA 02301



9590 9402 4582 8278 3456 06

2. Article Number (Transfer from service label)

7018 0360 0000 9210 7547

PS Form 3811, July 2015 PSN 7530-02-000-9063

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

4. Priority Mail Express®

5. Registered Mail™

6. Registered Mail Restricted Delivery

7. Certified Mail®

8. Certified Mail Restricted Delivery

9. Collect on Delivery

10. Collect on Delivery Restricted Delivery

11. Insured Mail

12. Mail Restricted Delivery

13. Signature Confirmation™

14. Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON  
Law Department  
45 SCHOOL ST - B6  
BROCKTON MA 02301



9590 9402 4582 8278 3455 69

2. Article Number (Transfer from service label)

7018 0360 0000 9210 7565

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

4. Priority Mail Express®

5. Registered Mail™

6. Registered Mail Restricted Delivery

7. Certified Mail®

8. Certified Mail Restricted Delivery

9. Collect on Delivery

10. Collect on Delivery Restricted Delivery

11. Insured Mail

12. Mail Restricted Delivery

13. Signature Confirmation™

14. Signature Confirmation Restricted Delivery

Domestic Return Receipt

**ATTACHMENT "C"**

**SILVERSTEIN & CREEDON**

ATTORNEYS AT LAW  
LEGION COMMONS  
71 LEGION PARKWAY, THIRD FLOOR  
BROCKTON, MASSACHUSETTS 02301

DAVID SILVERSTEIN  
1928-1985  
RALPH SILVERSTEIN  
SCOTT B. RUBIN  
JACK O. SILVERSTEIN

TELEPHONE (508) 587-0142  
FAX (508) 588-2667  
1-800-752-3202

JOHN F. CREEDON  
JOHN T. MURPHY

TELEPHONE (508) 584-4088  
FAX (508) 584-7760

January 16, 2018

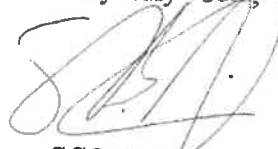
**NOTICE: You are being notified of a public hearing as your property  
is within 300 feet of the following proposal.**

**RE: A proposed Marijuana Retail License is anticipated to be located at  
897 North Montello Street, Brockton, Massachusetts 02301.**

Dear Abutter:

**"Notice is hereby given that a Community Outreach Meeting for a proposed  
Marijuana Establishment is scheduled for January 25, 2019 at 6 PM at the Holiday  
Inn, 405 Westgate Drive, Brockton, MA 02301. The proposed Marijuana Retail  
License is anticipated to be located at 897 North Montello Street, Brockton,  
Massachusetts 02301. There will be an opportunity for the public to ask questions."**

Very truly yours,



SCOTT B. RUBIN, ESQUIRE

SBR: jmp



GREEN WORLD, LLC

d/b/a

**GREEN HEART**

**May 20, 2019**

**Amended November 22, 2019**



**PLAN TO**

**POSITIVELY IMPACT**

**AREAS OF DISPROPORTIONATE IMPACT**

## **Introduction**

Green World, LLC, d/b/a Green Heart (“GH”) proposed location is 897 North Montello Street, Brockton, MA 02301. The entire City of Brockton is designated as an area of disproportionate impact per the most recent Massachusetts Cannabis Control Commission’s latest Guidance. In addition, one of GH’s co-owners is a resident of and has several existing businesses in Brockton. Therefore, GH has unique knowledge of and connections to the community and understands its needs.

## **Impact Groups**

GH intends to implement programs to assist past or present Brockton residents as well as Massachusetts residents who have prior marijuana convictions, and residents with parents or spouses who have prior marijuana convictions. As noted above, Brockton is an area of disproportionate impact and therefore this targeted group complies with the requirements of the Cannabis Control Law.

## **Goals**

GH’s goals are as follows:

- a. to give hiring preferences to present and past Brockton residents and make the entry to the cannabis industry in Brockton more accessible;
- b. run at least two (2) fundraisers and/or make monetary donations within the City of Brockton to several Brockton based charities.

## **Programs**

Green Heart has developed specific programs to employ its goals and positively impact the Brockton community. Programs include but will not be limited to:

1. Remain focused on hiring from the City of Brockton.
2. Hosting several career fairs throughout the year in Brockton to meet GH’s goals and to promote access to the cannabis industry. Monthly advertisement in the Enterprise newspaper promoting GH’s hiring practices. This includes hiring Brockton residents and those with prior marijuana convictions.
3. Conducting fundraisers and/or make monetary donations to the City of Brockton annually. Planned partnerships are with:
  - a. The Charity Guild, Inc. The Charity Guild runs a Food Bank and Thrift Shop in Brockton. The Charity Guild has been providing this service in the City since 1971. The Charity Guild is located near GH’s proposed location, so its impact will be felt in its own neighborhood. Minimum Annual Donation: \$1,500.00
  - b. Upwardly International, Inc. Upwardly International is a newly formed educational charity located in Brockton and seeks to provide underserved middle school students with a global educational travel experience to enlighten students to the challenges international students face without running clean water, limited education opportunities, and third-world

difficulties of every day life. It is through personal experience that disadvantaged young students will gain a valuable education and perspective of life outside the United States. Travel opportunities that underserved students would not be able to undertake without the benefit of donations from GH and other organizations to help cover travel-related expenses. Minimum Annual Donation: \$750.00

- c. Abigail's Place. Provides assistance to individuals with substance use disorders to transition from homelessness to supportive independent living. Minimum Annual Donation: \$1,500.00

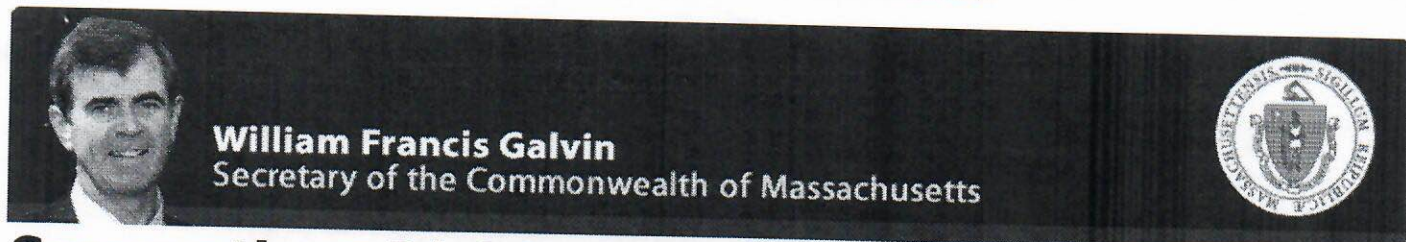
Measurements:

Green Heart's CEO will measure this plan's goals bi-annually to ensure the organization is on track to meet its goals. GH is aware that an audit of the Plan's progress will be submitted to the CCC upon license renewal.

- a. GH will document its employment practices, including the number of such employees hired, retained and promoted that are past or present City of Brockton residents. GH's goal is to hire at least 15% of its employees from the City of Brockton. At the end of the calendar year, if GH has not met plan goals, it will donate \$1,500 to the Social Equity Training and Technical Assistance Fund and will continue to refine its plan in order to meet plan goals the following year.
- b. GH will provide documentation concerning fundraising activities, donations and volunteer hours for participation in the various fundraisers and programs it assists. GH will implement a matching program for employees who wish to donate their time or funds towards any charitable endeavor, particularly those organizations referenced above.

Acknowledgements:

GH 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; and (2) 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.



## Corporations Division

### Business Entity Summary

ID Number: 001347390

[Request certificate](#)

[New search](#)

Summary for: GREEN WORLD LLC

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> GREEN WORLD LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 001347390		
<b>Date of Organization in Massachusetts:</b> 09-24-2018		
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):  Address: 1075 N. MONTELLO STREET City or town, State, Zip code, BROCKTON, MA 02301 USA Country:		
<b>The name and address of the Resident Agent:</b>  Name: SUNNY AROUSTAMIAN Address: 40 CHILTON ROAD City or town, State, Zip code, BROCKTON, MA 02301 USA Country:		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
SOC SIGNATORY	SUNNY AROUSTAMIAN	1075 N. MONTELLO STREET BROCKTON, MA 02301 USA
SOC SIGNATORY	GEVORG SARIBEKYAN	1075 N. MONTELLO STREET BROCKTON, MA 02301 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address



REAL PROPERTY	SUNNY AROUSTAMIAN	1075 N. MONTELLO STREET BROCKTON, MA 02301 USA	
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Confidential Data	<input checked="" type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
<b>View filings for this business entity:</b>			
<div>ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment Certificate of Consolidation</div>			
<a href="#">View filings</a>			
<b>Comments or notes associated with this business entity:</b>			
<div></div>			

[New search](#)

## E-mail Confirmation Report

Date/Time : SEP-28-2018 11:51AM FRI  
Fax Number : 15085591659  
Fax Name : ma-br643-prt06  
Model Name : Phaser 3635MFP

1. Job Status : Succeeded

### 2. Job Information

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Device Name : MA-BR643-PRT06  
Submission Date/Time : 09-28 11:51AM  
Images Scanned : 4  
Size : 126311 Byte(s)

### 3. SMTP Server

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Address : scannerrelay.websterbank.com

### 4. Message Settings

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Subject : Scanned from a Webster Bank device  
From : ma-br643-prt06@websterbank.com  
To : SNandi@WebsterBank.com

Fax Confirmation Report

Date/Time : SEP-28-2018 11:41AM FRI  
Fax Number : 15085591659  
Fax Name : ma-br643-prt06  
Model Name : Phaser 3635MFP

Total Pages Scanned:	10						
No.	Remote Station	Start Time	Duration	Page	Mode	Job Type	Result
001	18606126605	09-28 11:33AM	08'07	010/010	EC	HS	CP

Abbreviations:  
HS:Host Send                    PL:Polled Local                    CP:Completed                    TS:Terminated by System  
HR:Host Receive               PR:Polled Remote                  FA:Fail                          TU:Terminated by User  
MS:Mailbox Save               WS:Waiting To Send               RP:Report                       G3:Group3  
MP:Mailbox Print               EC>Error Correct



MARILINE SAINT FLEUR                    Account number:011075150 #3000024649                    Mini-statement  
A list of recent transactions on your account

BALANCE SUMMARY

Type	Amount(\$)
Available	7,717.59
Ledger	7,719.59

PENDING ACTIVITY

Date	Details	Deposit(\$)	Withdrawal(\$)
09/28/2018	Tempus dir dep 092218 *****ST	213.34	
09/28/2018	Tempus unlimited dir dep 092218 *****01	1,338.44	
09/24/2018	Staples, inc brockton /ma - purchase		-1.00

POSTED ACTIVITY

Date	Details	Deposit(\$)	Withdrawal(\$)	Balance(\$)
09/27/2018	Mgrid05 mgrid05web092718		-208.13	6,166.81
09/27/2018	Savera - 1188 2 hanover /ma		-38.06	6,375.00
09/27/2018	Vicente's tropi brockton /ma		-3.69	6,413.06
09/27/2018	The salvation a hanover /ma		-30.11	6,416.76
09/24/2018	Vicente's tropi brockton /ma		-17.22	6,446.86
09/24/2018	Staples 0 brockton /ma us		-1.80	6,464.05
09/24/2018	Pricerite brock brockton /ma		-21.37	6,465.80
09/21/2018	Come 04 mass trehemp	1,334.11		6,497.26
09/20/2018	Gas depot brockton /ma us		-46.73	5,263.14
09/19/2018	Nationstar dba mr cooper		-1,495.94	5,309.85



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

**Identification Number:** 001347390

**The date of filing of the original certificate of organization:** 9/24/2018

**1.a. Exact name of the limited liability company:** GREEN WORLD LLC

**1.b. The exact name of the limited liability company as amended, is:** GREEN WORLD LLC

**2a. Location of its principal office:**

No. and Street: 897 N. MONTELLO STREET

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: SUNNY AROUSTAMIAN

No. and Street: 40 CHILTON ROAD

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

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

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	GEVORG SARIBEKYAN	897 N. MONTELLO STREET BROCKTON, MA 02301 USA
SOC SIGNATORY	SUNNY AROUSTAMIAN	897 N. MONTELLO STREET BROCKTON, MA 02301 USA

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



<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SUNNY AROUSTAMIAN	897 N. MONTELLO STREET BROCKTON, MA 02301 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

CHANGE OF ADDRESS

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of February, 2019,**  
SUNNY AROUSTAMIAN , Signature of Authorized Signatory.

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:

February 14, 2019 11:47 AM

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*

**GREEN WORLD, LLC**  
**OPERATING AGREEMENT**

This Operating Agreement of **GREEN WORLD, LLC** (the "LLC"), dated as of [date], is made by **Sunny Aroustamian and Gevorg Saribekyan** (collectively, the "Members," and individually, a "Member"). The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. Name of LLC. The name of the LLC is GREEN WORLD, LLC (the "LLC").

2. Business of LLC; Purposes and Powers.

(a) The general character of the business of the LLC is to own, operate, and manage the retail sale of adult use of cannabis and marijuana in all legal forms and paraphernalia, directly or indirectly through joint ventures, partnerships or other entities; and to engage in any activities directly or indirectly related or incidental thereto and to engage in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage.

(b) The LLC shall be member-managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Members, by action of a majority of membership interest thereof, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required.

The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

3. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 897 N. Montello Street, Brockton, MA 02301.

4. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Sunny Aroustamian, 40 Chilton Road, Brockton, MA 02301.

5. Members' Names and Business Addresses. The names and business addresses of the Members are set forth on Schedule A attached hereto.

6. Term of the LLC.

(a) The term of the LLC commenced upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC as set forth in Section 6(b) below or pursuant to the Act).

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do

so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

#### 7. Capital Contributions, Capital Accounts and Liability of Members.

(a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by all Members.

Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

8. Return of Contributions. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

9. Share of Net Profits, Net Losses and Cash Distributions.

(a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of such Member's contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

(c) **Sunny Aroustamian** shall be the "tax matters partner" of the LLC for purposes of the Code.

(d) No Member shall have any right to distributions respecting such Member's interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

10. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.

(a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

(c) A Member may not resign from or otherwise terminate such Member's membership in the LLC without the prior approval of all other Members.

(d) Additional Members may be admitted to the LLC if agreed to by all Members.

#### 11. Miscellaneous.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) If and when the LLC has any cash receipts or expenses, the Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation (FDIC), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

(e) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.

(h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

(i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of such Member and such Member's successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

(j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

In Witness Whereof, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

Members:

  
Sunny Aroutstamian

  
Gevorg Saribekyan

**GREEN WORLD, LLC**



## Schedule A To Operating Agreement

### Members

<u>Names and Addresses of Members</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Sunny Aroustamian 40 Chilton Road Brockton, MA 02301	\$	51%
Gevorg Saribekyan 3288 S Andes Street Aurora, CO 80013	\$	49%



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 15, 2019

TO WHOM IT MAY CONCERN:

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

**GREEN WORLD LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 24, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SUNNY AROUSTAMIAN, GEVORG SARIBEKYAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SUNNY AROUSTAMIAN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



*William Francis Galvin*

Secretary of the Commonwealth



GREEN WORLD, LLC

d/b/a

**GREEN HEART**



**BUSINESS PLAN**

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## **1. EXECUTIVE SUMMARY**

Green World LLC d/b/a Green Heart (“GH”) aspires to be one of the preeminent marijuana dispensaries in the Commonwealth of Massachusetts. GH is committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

Gevorg Saribekyan, who owns and operates Green Leaf, LLC, one of the first licensed medical marijuana center and optional premises cultivation facilities in Colorado, is a co-owner and member of Green Heart. Mr. Saribekyan’s valuable experience, understanding and success in the field of marijuana production and distribution is one of Green Heart’s most important assets.

### **1.1 License Type**

GH is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a Marijuana Establishment (“ME”) Dispensary in Brockton, Massachusetts.

### **1.2 Business Model**

Green Heart’s business model is simple. GH seeks to minimize initial capital expenditures and capture efficiencies by limiting the scope of its business to a retail marijuana distributor and not a retail marijuana production facility. Mr. Saribekyan intends to use the model he has perfected in Colorado to operate Green World LLC d/b/a Green Heart. By focusing solely on the sale of cannabis, Green Heart can specialize in creating an optimal customer experience without having to worry about the variables and risks associated with operating a cultivation facility.

In essence, by foregoing a retail marijuana production facility, Green Heart seeks to capitalize on the large-scale ramp up in marijuana production which Massachusetts is currently experiencing, and simply mark up the price of marijuana and marijuana-related products purchased on the wholesale market. This is the model Mr. Saribekyan has fine-tuned in Colorado, and it has been very successful. To use an analogy – instead of trying to run a retail liquor store *and* manufacture liquor – Green Heart will instead operate a first-class retail establishment. This strategy has been proven to allow Mr. Saribekyan’s Colorado operation to offer the very best product to its customers while also, and very importantly, insulating that operation from the supply chain risks that are present when you attempt to produce your own product. Sourcing product from the open market will allow Green Heart to obtain the best quality for the lowest price.

While there exists competition in the field of marijuana sales, Green Heart expects that the previous Colorado experience of one of its owners and the local contacts of its Brockton owner will help Green Heart develop a network of producers, and current market trends will outweigh any competition present in the external environment. Mr. Saribekyan understands how to build relationships in the legal marijuana business. Since he has operated cultivation facilities, he can quickly determine the best potential trade. Mr. Saribekyan understands, from the lessons learned in his more than five years of experience in the marijuana business in Colorado, that building relationships with his vendors is a cornerstone of success.

Green Heart aims to give back to the Commonwealth and the Brockton community by being a model retail marijuana center and an active member of the surrounding community.

## **2. THE TEAM**

### **Gevorg Saribekyan, Chief Executive Officer**

Green Heart co-owner Gevorg Saribekyan is a very experienced operator of a marijuana business. Mr. Saribekyan started Green Leaf, LLC when business license was first made available for marijuana entrepreneurs in Colorado. In fact, Green Leaf was one of the very first licensed marijuana businesses permitted to legally operate in the State of Colorado. Green Leaf's recreational marijuana center is located in Arapaho County, Colorado and Green Leaf's optional premises cultivation facility is located in Denver, Colorado. After more than five years of operations in the one of the most competitive and highly regulated marijuana market in the United States, Green Leaf had a spotless record of compliance with both the local enforcement authorities in Arapahoe County and in the City and the County of Denver, as well as with the Marijuana Enforcement Division of the Department of Revenue for the State of Colorado ("MED"). Included in the application is a copy of Mr. Saribekyan's first Key Badge. As you can see, it was one of the first issued by the State of Colorado.<sup>1</sup>

### **Sunny Aroustamian, Chief Operating Officer**

Green Heart's co-owner, Sunny Aroustamian, is an experienced operator in a range of business enterprises located in Brockton, Massachusetts. These include motor vehicle sales, service and financing, and automobile washing and detailing facilities. Mr. Aroustamian has been through the rigorous approval process to obtain the necessary licenses issued by the City of Brockton, as well as the background and financial checks by the Commonwealth of Massachusetts to hold a financial lending license. Mr. Aroustamian has prior experience managing an exceptionally busy convention center in Hyannis and has a spotless record as a business owner and leader in the City of Brockton. He will lend his vast business experience to the Green Heart's day-to-day operations.

### **Director of Security**

Green Heart has chosen James E. Smith as its Director of Security. A lifelong resident of Brockton, Mr. Smith served as a police officer and undercover detective for the City of Brockton from 1985 to 2017, retiring after 32 years of service.

Mr. Smith was an undercover detective for more than 20 years, during which time he investigated and helped solve numerous crimes including shootings, murders, breaking and entering, buying and selling of drugs. He also assisted in investigations with the federal agencies DEA (Drug

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<sup>1</sup> The MED awards its owners' badges sequentially; Mr. Saribekyan received the seventh badge issued by the State of Colorado.

Enforcement Administration) and ATF (Bureau of Alcohol, Tobacco, Firearms, and Explosives).

Mr. Smith was sworn in as a Deputy US Marshall with the ATF so that he could travel outside the City of Brockton to investigate gun cases. He has testified in Federal, Superior and District Courts.

From 2015-2017, Mr. Smith was assigned to the Mayor of Brockton William Carpenter's protection unit. He was also a member of the Brockton License Commission for many years, where he investigated violations.

### **Compliance Officer**

Green Heart will hire a well-qualified and experienced Compliance Officer. Green Heart knows from first-hand experience that compliance is a full-time job, and compliance will be the Compliance Officer's primary responsibility.

Green Heart also understands that compliance is the most important job that Green Heart's employees must perform. It is a job that must be performed perfectly, every day, without fail. Green Heart knows that the most important hire they make will be filling the Compliance Officer's position.

Green Heart will engage a professional who has significant experience managing compliance operations in a like-regulated industry, and who has a working knowledge of Massachusetts current laws and regulations pertaining to the marijuana business. Green Heart understands that compliance is ever-evolving, and a major part of the Compliance Officer's duties will be to remain current with all changes in cannabis-related laws and regulations.

The person selected by Green Heart to be its Compliance Officer will work closely with Mr. Saribekyan to establish the policies and procedures necessary to ensure compliance with all applicable laws and regulations. Once those policies and procedures are established, the Compliance Officer will assist Green Heart to keep those policies and procedures current. The Compliance Officer will also ensure that Green Heart's staff properly applies and adheres to its policies and procedures. The Compliance Officer will run regular checks and audits to enforce the policies and procedures and will communicate with senior management to regularly improve compliance-related policies and procedures.

### **Store Managers**

Store Managers will have previous experience managing a retail business, preferably a marijuana business. Store Managers will have backgrounds that do not include a felony conviction in the past 10 years; or a drug-related misdemeanor conviction in the past five years; or a drug related felony conviction *ever*.

Store Managers will be trained by Mr. Saribekyan and supervised by both Mr. Saribekyan and Mr. Aroustamian. This is very important, because the Store Manager(s) will in turn train and supervise the staff.

The daily duties of Store Managers will include:



- Opening the store
- Staffing the dispensary
- Training the staff
- Handling customer complaints
- Ensuring quality service and products
- Overseeing product inventory
- Handling compliance violations
- Overseeing incoming and outgoing cash
- Assisting all employees with daily operations
- Closing the store
- Check in all incoming products and ensure they meet compliance regulations as well as quality standards
- Reject non-compliant products and accept all compliant products
- Organize cannabis products in the tracking system and prepare them to go on the sales floor
- Ensure all inventory is accurately tracked and no product is missing
- Report all inconsistencies in inventory as well as any compliance violations
- Perform inventory checks weekly to ensure accuracy and compliance
- Pull and destroy any expired or poor-quality products
- Stock shelves with excess products
- Purchase cannabis products for the shop based on inventory needs

### **Inventory Manager**

The Inventory Manager will be responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

### **Human Resources Manager**

The Human Resources Manager at Green Heart will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Green Heart, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Green Heart agents;
- Review and revise Green Heart personnel policies and procedures in consultation with the executive management team and department managers;

- Develop training schedules and policies for Green Heart agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

### **Retail Manager**

The Retail Manager will be responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

### **Staff / Store Employees**

Green Heart prefers to hire people with previous experience in the cannabis industry and who have a sales background. Green Heart plans to foster a positive work environment and will take significant steps to promote an inclusive team atmosphere. As with store managers, all store employees will be subject to a background check and ensuring that they have the requisite occupational licenses. Consistent with Green Heart's Diversity Plan and its program to positively impact the City of Brockton – a designated area of disproportionate impact – Green Heart seeks to hire a range of individuals including minorities, women, veterans, people with disabilities and those of all gender identifications and sexual orientations.

### **Legal Counsel**

Green World LLC d/b/a Green Heart plans to retain a Massachusetts-based law firm experienced in compliance and cannabis law to provide ongoing representation. Legal counsel will provide training and support to Green Heart's team to ensure that the company maintains compliance and is kept apprised of changes with the laws, rules and regulations of the Commonwealth of Massachusetts and local jurisdictions where Green Heart does business.

For additional details and job descriptions of GH team members, please refer to the section on *Personnel Policies Including Background Checks* in this application.

## **3. THE BUSINESS MODEL**

### **3.1 Vision, Mission and Values**

The general concept of Green Heart is simple: purchase the best possible cannabis and cannabis products and then focus on selling those cannabis and cannabis products while offering an optimal

customer experience. By not having to spend time, capital, labor and other assets to produce cannabis, Green Heart can focus on providing high quality products at competitive prices to consumers. Green Heart seeks to create an optimal customer experience by having an attractive and inviting interior environment that offers a safe, smart and efficient method of product selection, and a simple and easy to use point of sale system. As in many successful businesses, strict adherence to regulatory compliance while being an excellent neighbor to the surrounding community is what will ultimately make Green Heart a successful employer, business, and exemplary community member.

### **3.2 Products**

Green Heart will offer a range of cannabis products listed below. All of Green Heart's products will be compliant with the guidelines and regulations set out by the Cannabis Control Commission, as per 935 CMR 500.140(5), CMR 500.150(1) and CMR 500.150(4).

In addition to traditional sativa, indica, and hybrid cannabis flower, Green Heart will offer a wide range of products and services that will allow Green Heart to serve customers with a wide variety of needs. Products Green Heart intends to offer include, but will not be limited to:

- Concentrates
- Topical Salves
- Creams/Lotions
- Patches
- Oral Mucosal/Sublingual Dissolving Tablets
- Tinctures
- Sprays
- Inhalation Ready to Use CO2 Extracted Hash Oils
- Pre-Dosed Oil Vaporizers
- Ingestion Capsules
- Food/Beverages

### **3.3 How Green Heart's Business Model Works**

Green Heart does *not* seek to become a marijuana conglomerate as many other dispensary chains aspire to be. Rather, Green Heart prefers to focus on what made Mr. Aroustamian's and Mr. Saribekyan's former businesses so successful: focusing on the customer. By focusing on the sale of high-quality cannabis and cannabis related products, Green Heart can better serve its customers. Similarly, Green Heart can avoid the expensive and time-consuming aspect of growing cannabis or infusing other products with cannabis concentrate, and instead invest its time and energy where Mr. Saribekyan and Mr. Aroustamian know it will be best invested – in creating a superior retail customer experience.

Green Heart is prepared and able to invest significant capital in the construction and rehabilitation of the store, security systems, and equipment necessary to create an enjoyable and safe customer environment and experience. When the building and other pre-opening necessities are completed, and upon permission and receipt of full licensure from the CCC and the City of Brockton, Green

Heart will purchase inventory for sale.

Mr. Saribekyan's experience in Colorado has demonstrated that Green Heart's sales will start off slowly, and gradually increase. Green Heart is prepared to weather this period of growth and has sufficient capital reserves to continue operations until such time as the store becomes profitable. Once the store becomes profitable, Green Heart will be able to recapture its initial capital investment. Both Mr. Saribekyan and Mr. Aroustamian understand that even once the operation has become profitable, there will still be a need for capital reserves to be held in anticipation of unexpected capital needs.

### **3.4 Value Proposition**

Green Heart believes that its customers will enjoy their transactions at the dispensary because of its high-end, convenient *and tested* customer experience model. The store will be modeled on a minimalist and modern design of technology stores such as Apple. Upon entering the store, the customer will be able to view and examine (but not touch) products prior to purchase. The customer will be given educational materials about the available products including the type, potency, benefits and potential side effects, if any, of each individual product on one of several personal tablets which will be accessible to the customer while they are shopping.

Because Green Heart will not need to invest significant capital in a grow facility, it believes that it will be able to sell product at or below current market value. Green Heart believes that this customer experience will assist in branding efforts which will also be reinforced by significant investment in advertising. Ultimately, it will be the ease, accessibility, convenience and above all – low cost, which will create value in the eyes of the customer and generate repeat business.

### **3.5 Target Markets**

Green Heart does not have a specific target market as cannabis consumers span nearly all demographic categories. Rather, Green Heart seeks to promote a tasteful image which is inviting to all adults over the age of 21, genders, and backgrounds. Whether the customer is an adult millennial, Gen-Xer, or boomer, Green Heart will provide quality products at standard market prices. That being said, Green Heart understands that cannabis is not something that should be advertised in a way that makes cannabis appealing to children, or in a way that is disrespectful to those who do not support legal cannabis. Again, Mr. Saribekyan's years of experience will serve Green Heart well: he understands these critical points, and Green Heart's advertising will be effective and compliant with 935 CMR 500.105(4)(a), (b) and (c).

### **3.6 Our Commitments to Brockton and the State of Massachusetts**

GH's goals include:

- Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
- Hiring employees and contractors from within Brockton and the surrounding areas;
- Hiring employees and contractors from Brockton and the surrounding communities;
- Providing the opportunity and knowledge for employees to flourish professionally within

- GH and the cannabis industry as a whole;
- Having a diverse and socially representative pool of employees;
- Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching; and
- Providing cannabis products that are safe, effective, consistent, and high quality.

### **3.7 Operations**

Green Heart will establish inventory controls and procedures for reviewing comprehensive inventories of cannabis products in storage; conduct a monthly inventory of cannabis in storage; 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.

GH will tag and track all cannabis products using a seed-to-sale methodology in a form and manner approved by the Commission.

No cannabis product, including cannabis, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

Green Heart will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Green Heart will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and cannabis products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of cannabis processing will be disposed of in compliance with all applicable state and federal requirements.

Green Heart will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, GH will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of GH.

### **3.8 Security**

Green Heart (“GH”) has developed a comprehensive Security Plan. GH’s security policies and procedures are founded in protecting GH’s customers, staff and community.

Green Heart’s professional security team, headed by Brockton Police Dept. veteran James Smith, along with its state-of-the-art security systems, contracted security and alarm companies and other comprehensive security measures, will ensure a safe and secure environment for both customers and staff and will help discourage and prevent diversion.

GH’s security policies and procedures are directed toward securing GH’s product and preventing diversion. All of GH’s security policies and procedures are compliant with 935 CMR 500. Each of GH’s security policies and procedures will be reviewed annually and updated accordingly.

GH will establish a close working relationship with local law enforcement and will integrate law enforcement recommendations into continuously improving and refining its Security Plan. GH understands that security includes physical security, cyber security, and procedural security related to the receipt and storage/inventory control of product.

GH employs a first-class video surveillance system, with cameras inside and outside the premises (the “Security System”). The Security System is remotely monitored, as well as providing for third party, backup offsite data storage of the onsite DVR’s data.

GH understands that it must protect its data, and any data it collects in relation to customer rewards or other programs. Accordingly, GH will employ a firewall as a first line defense against cyberattack. GH will also employ internal firewalls as an additional security measure. GH will require any employees working from home install and provide proof of installation of a firewall approved by GH.

The General Manager of GH’s store will be designated GH’s Security Manager. The Security Manager shall routinely review and updating the Security Plan and shall facilitate employee training for security related policies and procedures. The Security Manager shall ensure that the plan is enforced by the retail store as a whole.

GH has detailed emergency policies and procedures for securing all product following any instance of diversion, theft or loss of cannabis, and will conduct an assessment to determine whether additional safeguards are necessary.

Green Heart is more than willing to develop additional safeguards as required by the Commission for Marijuana Establishments that present special security concerns.

For more detailed information on Green Heart’s security policies and procedures, please refer to the section in this application entitled *Policy Concerning Green Heart’s Security Plan*.

### **3.9 Benefits to the Municipality**

Green Heart’s marijuana establishment will be located at 897 North Montello Street in Brockton,

an area identified by the CCC as an Area of Disproportionate Impact. As such, Green Heart is dedicated to serve and support populations falling within all areas of disproportionate impact.

In addition, Green Heart looks forward to working cooperatively with its host communities to ensure that GH operates as a responsible, contributing neighbor and business partner.

It is worth noting that the City of Brockton approved the 2016 Ballot Question 4 legalizing adult use marijuana with 51.7% of the vote.

Green Heart anticipates establishing a mutually beneficial relationship with its host communities in exchange for permitting GH to site and operate. The host communities stand to benefit in various ways, including but not limited to the following:

- **Jobs:** A Retail Facility will add 25 full time jobs, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits:** A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
- **Access to Quality Product:** GH will allow qualified consumers in the Commonwealth to have access to high quality cannabis and cannabis products that are tested for cannabinoid content and contaminants.
- **Control:** In addition to the Commission, the host's Police Department and other municipal departments will have oversight over GH's security systems and processes.
- **Responsibility:** Green Heart is comprised of experienced business and retail professionals, in addition to support staff, who will be thoroughly background-checked and scrutinized by the Commission.
- **Economic Development:** GH's renovation of its facility in Brockton will help revitalize the area and contribute to the overall economic development of the local community.

### **Public Interest and Current Research: Community Benefits**

The societal impacts of cannabis dispensaries (marijuana establishments/retailers) have been the focus of intense interest by the public and local residents where these establishments are located or plan to locate. Measuring the societal impacts of cannabis retailers are increasingly the subject of scientific research and study. In addition to the benefits listed above, some of the recent findings listed below suggest that Green Heart's retail marijuana establishment in Brockton could introduce similar benefits to the local community:

#### Retail Cannabis and Public Safety

To date, research shows that retail cannabis facilities do *not* cause increased criminality – rather, evidence suggests that the presence of marijuana establishments such as Green Heart can help reduce property crimes in the communities where they are located, in part by reducing the number

of vacant buildings and introducing security measures such as improved lighting and surveillance systems.<sup>2</sup> Another study examined data from the City of Los Angeles and found that an open dispensary provided an estimated \$30,000+ a year in social benefit from prevented larcenies.<sup>3</sup>

### Retail Cannabis and Property Values

Studies of the impacts of recreational marijuana legalization on local communities in Colorado, including the City of Denver, found that single family residences within 0.1 miles or closer to a retail location increased in value by about 8.4% compared to homes located between 0.1 miles and 0.25 miles in the year prior to legalization.<sup>4</sup> An additional study found that Colorado housing values increased by an average of 6% after that state legalized recreational cannabis.<sup>5</sup>

For more detailed information on how GH intends to support populations living in Areas of Disproportionate Impact, please refer to the section in this document on goals and programs outlined in the *Plan to Positively Impact Areas of Disproportionate Impact*.

### **3.10 Zoning**

The address for the Marijuana Establishment is 897 North Montello Street, Brockton, Massachusetts. The Dispensary complies with all Brockton Recreational Marijuana zoning requirements.

In accordance with Brockton's Zoning Bylaws, the proposed property is located in Brockton's Zone C2.

In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

### **3.11 Regulations**

Green Heart is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Green Heart will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. GH will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

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<sup>2</sup> High on Crime? Exploring the Effects of Marijuana Dispensary Laws on Crime in California Counties, IZA Institute of Labor Economics Discussion Paper Series, May 2018

<sup>3</sup> Going to pot: The impact of dispensary closures on crime. Journal of Urban Economics, 2017

<sup>4</sup> Contact high: The external effects of retail marijuana establishments on house prices, Real Estate Economics, 2017

<sup>5</sup> The effect of legalizing retail marijuana on housing values: Evidence from Colorado, University of Mississippi working paper series, 2016



Green Heart will apply for all state and local permits and approvals required to renovate and operate the facility.

GH will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

### **3.12 Operations**

Green Heart will file for licensure to operate as a Marijuana Retailer in Brockton.

GH will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, GH will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of GH.

Green Heart and Green Heart agents will comply with all local rules, regulations, ordinances, and bylaws. GH will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, 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.

GH will tag and track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

GH will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

GH will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

### **3.13 Dispensing**

GH will dispense marijuana at 897 North Montello Street, Brockton. In accordance with 935 CMR 500.140(3), access to GH's facility will be limited to individuals 21 years of age and older. If individuals are younger than 21 years old but 18 years of age or older, they will not be admitted unless they are a registered qualifying patient or caregiver and produce an active Program ID Card issued by the Cannabis Control Commission. If individuals are younger than 18 years old, they will not be allowed on the premises unless they are a registered qualifying patient and produce an active medical registration card and they are accompanied by a personal caregiver with an active Program ID Card. In addition to the Program ID Card, registered qualifying patients under the age of 21 and personal caregivers must also produce proof of identification.

Upon a customer's entry into GH's premises, a GH agent will immediately inspect the customer's proof of identification and determine the individual's age. No one will be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated GH staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, that person will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a GH agent. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). Per M.G.L. c. 94G §7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

Once a customer has selected a product for purchase, a GH agent will collect the chosen items from the designated product storage area. All products for purchase will be packaged and labeled pursuant to 935 CMR 500.105. A GH agent will then scan each product barcode into the point of sale system.

In the event a GH agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer.

#### **Sales Equipment & Systems**

GH will use a point of sale security system to accept payment and complete sales. The system will back up and securely cache each sale for inspection.

Pursuant to 935 CMR 500.140(6)(d), GH will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales

data. If any such malware is found, GH will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. GH will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, GH will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000. GH will maintain and provide to the Commission on a biannual basis accurate sales data collected 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).

#### Sanitation and Cleanliness

GH places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, GH staff will ensure personal hygiene, including washing hands throughout the day. All products available for sale and consumption will be tested for impurities and subjected to GH's policies governing quality control per 935 CMR 500.105.

#### Educational Materials

In compliance with 935 CMR 5001.140(8), GH will provide educational materials designed to help consumers make informed marijuana product purchases. GH's educational materials will describe the varying types of products available at GH, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence and withdrawal.

#### Marketing Plan

Green World LLC d/b/a Green Heart intends to allocate *a portion of sales and initial capital* on advertising, as well as additional capital expenditure from Green Heart's capital reserves as necessary.

Green Heart's Marketing Plan has three aspects. First and foremost, Green World LLC d/b/a Green Heart will create a storefront which attracts customers through maximizing the attractiveness of signage without being ostentatious. Second, Green Hart will create a website which is attractive to its customer base and explanatory of the products which GH sells. Third, Green Heart will focus on print media. To the extent there are significant restrictions on print media, GH will focus on several local area magazines dedicated to adults to ensure that at least eight-five percent (85%) of the audience Green Heart's advertising is reaches adults who are age 21 years and older.

#### Communication

Green Heart 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 Heart will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a.)(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 Heart will also communicate with customers via:

1. A company run website;
2. A company blog;
3. Cannabis discover networks such as WeedMaps and Leafly;
4. Social media platforms such as Instagram, Facebook, Twitter, and SnapChat;
5. A loyalty-program via text message; and
6. Opt-in direct communications.

Green Heart will also provide consumers with a Menu and a printed list of the prices and strains of available cannabis and will post the same Menu and list on its website and in the retail store.

### Sales Strategy

Green Heart will increase sales of products by engaging customers with knowledgeable in-store personnel, and by creating an innovative product line that is responsive to customer needs. Green Heart will seek to market its products and services at appropriate 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, GH will market its products and services to reach a wide range of qualified consumers.

GH 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 divide products with multiple servings 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 Heart will not sell multiple serving beverages and each single serving of an edible cannabis 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 cannabis product. At no point will an individual serving size of any cannabis product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### Logo

Green Heart has developed a logo to be used in labeling, signage, patient handbooks and other distributed materials.

Green Heart’s logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo is shown below:



## **4. FINANCIAL ANALYSIS**

As part of the business plan, Green World LLC d/b/a Green Heart has developed a 12-month cash flow projection. The projection uses assumptions to estimate the revenue, capital investment and capital expenditures, which are detailed in the following paragraphs. Those 12-month projections will allow Green Heart to recognize an ending cash balance of \$839,000 that is available for distribution or reinvestment in future marijuana businesses.

#### Revenue Strategy

Green World LLC d/b/a Green Heart has one source of revenue: retail customers. Revenue is recognized at the point of sale when a customer purchases products at the retail facility. Customers can purchase product with cash, and an ATM will be located at the premises. Assuming that federal banking standards are eventually relaxed, Green World LLC hopes to be able to obtain a bank account and obtain and offer related merchant services to its customers in order to allow for greater ease in generating revenues.

#### Revenue Forecast

The cash projection illustrates the forecasted earnings for Green World LLC d/b/a Green Heart and revenue is expected to be driven by the availability of wholesale product in the marketplace.

Revenues are forecast to increase at a higher rate in the beginning months as new customers visit the store and more product is available for sale. Overall revenues are expected to increase 67% within the first 12 months. Mr. Saribekyan's experience in Colorado and the nature of the marijuana industry allows Green Heart to forecast higher than usual revenue growth.

### Capital Investment

Green World LLC d/b/a Green Heart expects an initial cash investment of at least \$400,000 by its owners. Based on the cash projection, the cash investment will be sufficient to provide for the construction of the building, start-up costs and capital expenditures, and the first month of business. After that, the cash from the sale of product should sustain the purchase of product for sale, operating costs, and growth. Green Heart expects to maintain a minimum cash balance of \$10,000 at all times.

### Capital Expenditures

Green World LLC d/b/a Green Heart expects to outlay significant capital expenditures at the onset in order to attract a solid customer base. These expenditures include, but are not limited to, construction/rehabilitation of the building, equipment, signage, and security system for the new Brockton facility. Other start-up costs include consulting fees, security, odor control, professional fees, and license costs. All expenditures over \$1,000 with an estimated life of greater than one year will be capitalized and depreciated over the useful life. Based on Green World LLC d/b/a Green Heart's relatively conservative forecasts regarding sales, it is assumed that the initial large capital expenditures will be recouped within 12 months after opening.

### Cost of Goods Sold

The cash projection estimates that flower product can be purchased on the wholesale market for \$2,000 per pound, although Green World LLC d/b/a Green Heart understands that the wholesale market is volatile – especially in a market where the producers will be coming online in a new, highly regulated market. Green Heart understands that the marijuana wholesale market will fluctuate depending on the quality and supply. Green Heart's non-flower product will have a 33% mark-up, which is consistent with the industry.

### Operating Costs

The cash projection assumes the company will employ a store manager/compliance officer, 3-4 assistant managers and the equivalent of 12 sales associates for 12 hours day. The managers will be paid \$25 per hour while assistant managers will be paid between \$14 - \$20 per hour, and sales associates will be paid \$12 per hour. Other operating costs include: advertising, insurance, professional fees, security, telecom, rent, supplies, repairs, real estate taxes and maintenance, and other general and administrative expenses such as office supplies. Green World expects that it will not necessarily have full employment of all individuals at the outset of licensure but will have sufficient employees to cover all expected hours of operation.

## 5. EXTERNAL ENVIRONMENT

### Current Economy

The current economy is one of expansion. When considered locally however, Brockton, Massachusetts has been designated as an area of disproportionate impact in terms of economic growth. Brockton has recently seen an uptick in recent investments in its downtown district with the aid of Federal and state tax credits, along with advantaged incremental tax financing plans and incentivized loan programs. These projects provide much needed residential units to the downtown area. However, there is a lag in significant commercial and industrial investment in downtown Brockton. Unfortunately, there remains significant empty commercial, industrial and warehouse space. Fortunately, Brockton does have a strong residential real estate market, which due to competitive pricing, draws a diverse group from the surrounding communities, including Boston. Despite the strong residential real estate market, the City of Brockton's demographics reveal a diverse community -- but one with well below the state's average household income. Therefore, Green World LLC d/b/a Green Heart's investment in Brockton will serve a growing, diverse customer base.

### Market Analysis and Key Trends

While a comprehensive study of current retail marijuana sales trends would be unreliable at this point given the short amount of time that retail marijuana has been available for purchase in Massachusetts, one positive indicator is the continually increasing tax revenue realized by the Massachusetts Department of Revenue and local municipalities. Given that fact, Green World LLC d/b/a Green Heart believes that getting into the Brockton retail cannabis market, which is currently nonexistent, will provide Green Heart with ample room to grow its customer base.

### Competitor Analysis and Competitive Advantage

Green World LLC d/b/a Green Heart expects some competition in the market as other marijuana businesses obtain licensure and open retail stores in the Brockton area. Although zoning regulations are not final, the expectation is a limit of eight (8) Retail licenses will be available for issuance. Two (2) designated for the existing Medical Marijuana Dispensaries, four (4) designated for general commercial zones and two (2) are limited to the downtown area. Despite that, Green Heart has several advantages which will allow it to overcome the obstacle of competition. First and foremost, Mr. Saribekyan has very successfully developed the concept of a marijuana center without a vertically integrated grow house in its Colorado locations. Because Green Heart is not initially planning on opening a cultivation facility, Green Heart will have significantly more time and resources to devote to specifically to retail sales.

Green Heart is also extremely well capitalized and therefore will be able to absorb any shocks to its business or the necessity to outlay additional capital in the event of an unanticipated expenditure or drop in sales. Additionally, Green Heart's anticipated location is well suited to draw customers from a wide area. Located in the north of Brockton on North Montello Street, Green Heart's location borders Avon and Holbrook and is located just a few miles from two exits off of Route 24. In addition, Green Heart is located about 500 feet from the North Montello Street,

MBTA stop. Last, and most importantly, Green Heart plans to rely on the expertise and experience of Mr. Saribekyan's years of experience in all aspects of the cannabis industry in Colorado. Green Heart will therefore likely be able to avoid many of the pitfalls that can assail a new business in a new market and new industry. Since Mr. Saribekyan has already developed and implemented Green Heart's business model through trial and error in the Colorado market, Green Heart will reduce the barriers to success by utilizing the already successful strategies employed in Colorado.

## **6. IMPLEMENTATION ROAD MAP**

The first hurdle which Green Heart must overcome is obtaining licensure. Secondly, Green Heart will need to commence the constriction/rehabilitation of its facilities as well as install computers, alarms, security equipment and other miscellaneous items. Once Green Heart has completed these tasks it will need to begin to purchase inventory and start advertising to attract its customer base. Once Green Heart has established a significantly large customer base, Green Heart desires to run a simple, safe and convenient dispensary which will allow for consistent and ample revenues.

## **7. RISK ANALYSIS**

### Specific Limiting Factors and Obstacles

One limiting factor which could potentially affect Green Heart is the availability of inventory at the onset, in addition to the potential fluctuations in wholesale price of cannabis and cannabis-infused products. Despite this, Green Heart believes that the time and resource savings it will realize from not having to focus on production will allow it to make up for any lost revenues associated with its exposure to market forces regarding the price of inventory.

Competition may also be an obstacle to Green Heart's success, however due to the experience of its ownership, in addition to the salient fact that the Brockton retail market is completely untapped seem to be factors which will outweigh the threat of competition.

## **8. CONCLUSION**

As a Marijuana Establishment without a production facility, Green Heart's business model significantly reduces the time and resources necessary to operate a Marijuana Retail Center. Green Heart will be able to focus on what it does best: selling cannabis to adults aged 21 and over in a safe, compliant, and customer-focused environment. Most importantly, the experience of its ownership will enable Green Heart to grow and prosper as a model and transparent member of the Brockton community and as a Marijuana Retail Dispensary for the Commonwealth of Massachusetts.

Green Heart's owners and employees will comply with all the rules and regulations specified in 935 CMR 500.000 pertaining to Adult Use of Marijuana. The GH team is committed to safety of its employees, customers, and its neighbors, and, with its vibrant retail presence in Brockton's



downtown district, will serve as a trusted community partner and advocate. Green Heart's owners have many years of experience living and working in the community, and as such, GH will be an exemplary member of Brockton's business community.

Each member of the Green Heart team will strive to serve its customers and community with outstanding customer service, including education about safe and legal cannabis consumption. Green Heart is strongly committed to investing in Brockton, and to strengthening the community in which it will operate. GH believes strongly in building and maintaining a diverse workforce, one that reflects the diversity of the City of Brockton and its surrounding communities. Green Heart will provide employment opportunities to a diverse and qualified pool of potential job candidates. GH will also provide updated training programs and growth opportunities to all of its employees, so that all members of GH team are supported and can reach their full potential as employees and as members of the community.

In the first two months of legal retail cannabis operations in Massachusetts, sales reached nearly \$24 million<sup>6</sup>. Green Heart is ready to contribute to this growth by positioning itself as a responsible employer and job creator in the City of Brockton and the Commonwealth of Massachusetts. Green Heart's team of experienced business professionals will work under an established and compliant framework of high quality standard operating procedures, educational and developmental plans, and growth strategies. GH looks forward to working as a committed community partner with the City of Brockton to help share the benefits of this new and rapidly growing industry.

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<sup>6</sup> CCC data, posted Jan. 23, 2019 on MassLive.com

Green World, LLC

d/b/a

**GREEN HEART**



**PLAN FOR LIABILITY INSURANCE**

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## **I. Insurance**

Green Heart has partnered with an insurance agency who has already provided a Bond as required by the CCC, the same agency has assured Green Heart it has lines of insurance products to insure the liability of Green Heart at the commencement of operations. See accompanying letter of intent to bind coverage.



Established 1919

## BOYNTON INSURANCE AGENCY

November 18, 2019

Cannabis Control Commission  
101 Federal Street  
Boston, MA 02110

RE: Green World, LLC  
1075 North Montello Street  
Brockton, MA 02301

Ladies and Gentlemen:

We are pleased to advise you Green World, LLC has made proper application, through our agency, for General Liability and Product Liability insurance with minimum limits of \$1,000,000 any one occurrence, and with a \$2,000,000 annual aggregate limit of liability. In addition, Green World, LLC has made proper application for liability insurance in excess of the forgoing limits of liability. In addition, deductible limits, if any, will be no more than \$5,000 per occurrence. Applications are made through and to the companies listed below and others. Underwriters have received applications, and we anticipate proposals this month. Green World, LLC has purchased a bond through our agency with a bond amount in compliance with the Cannabis Control Commission's request. We look forward to providing coverage and are prepared to advise you accordingly.

Boston Insurance Specialists  
DECOTIS SPECIALTY INSURANCE  
Kinsale Insurance Company  
Canopus Insurance Company (USA)  
Prime Insurance Company  
United Specialty Insurance Company

Yours truly,

Lawrence D. Nolen  
Senior Account Executive  
Mass. Insurance License: 1852696  
National Producer Number: 2320077



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

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

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

<b>PRODUCER</b> Boynton Insurance Agency 72 River Park Street  Needham MA 02494	<b>CONTACT NAME:</b> Boynton Insurance <b>PHONE (A/C, No, Ext):</b> (781) 449-6786 <b>FAX (A/C, No):</b> (781) 449-4269 <b>E-MAIL ADDRESS:</b> certificates@boyntonins.com																					
<b>INSURED</b> Green World LLC dba Green Heart 1075 N Montello Street  Brockton MA 02301	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Kinsale Insurance Company	38920	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** **CERTIFICATE NUMBER:** CL1931914501 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A																														

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

897 North Montello Street RT, Diane M Good Trustee is listed as additional insured.

\$1,000 Deductible

## CERTIFICATE HOLDER

897 North Montello Street RT Diane M Good Trustee P O Box 1481  North Falmouth MA 02556
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## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Ann Marie Fusco*

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GREEN WORLD, LLC

d/b/a

**GREEN HEART**



**POLICY CONCERNING**  
**RESTRICTION OF ACCESS TO PERSONS**  
**AGED 21 AND OLDER**

### **Restricting Access to 21 and Over**

As per 935 CMR 500.140 (2) On-premises Verification of Identification for Adult Use Only Locations, upon entry into GH's retail premises by an individual, a GH agent shall immediately inspect the individual's proof of identification and determine the person's age. No one shall *not* be admitted to the premises unless the retailer has verified that the person is 21 years of age or older by an individual's proof of identification.

Green Heart's ("GH's") retail store's layout is designed to enable access to consumers 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 GH's retail marijuana establishment by an individual, a GH security agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

GH will stop all persons entering the store to determine whether that person may legally enter the premises. All persons must first be verified in the Entry Room. The Entry Room is physically separated from the Store by a closed, and locked door.

Any persons who cannot provide the required legal proof that they are aged **21 years or older** shall be DENIED ENTRY and politely turned away, with an explanation that the law requires all persons entering GH be **21 years or older**.

In the event GH 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).

Furthermore, GH 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), GH 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.

GH will not engage in any advertising, marketing and branding via 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.

GH 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), GH’s packaging for any cannabis or cannabis 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.

GH’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).

GH will contract with a third-party security company for provision of trained security personnel.

GH’s security personnel will require verification that the individual desiring to enter GH are aged **21 years or older**.

GH’s security personnel will use the electronic card reader to verify the identification offered by the individual desiring to enter GH.

GH’s security personnel will use the Blacklight to examine and verify the identification offered by the individual desiring to enter GH. The Blacklight will often illuminate evidence that the identification has been altered. In the event that an offered identification displays obvious signs of tampering GH staff shall not honor the identification. GH staff shall DENY ENTRY and politely turn that person away, with an explanation that the law requires all persons entering GH to provide acceptable proof that the individual is **21 years or older**.

Customers are only to be allowed entry into the door exiting the Entry Room once they have satisfactorily proved that they are **21 years or older**.

Further, GH Staff shall DENY ENTRY and shall REFUSE to sell cannabis products to a consumer if, in the opinion of the Staff, and based on the information available to the agent at that time, the consumer or the public would be placed at risk.

Clearly intoxicated or impaired persons shall be DENIED ENTRY.



GREEN WORLD, LLC

d/b/a

**GREEN HEART**



**POLICY CONCERNING**  
**PERSONNEL POLICIES INCLUDING**  
**BACKGROUND CHECKS**

## **Personnel Policies, Including Background Checks**

### **Overview**

Green Heart (“GH”) will only hire Staff (a/k/a “Agents” and/or “Employees”) who comply with background regulations disseminated by the Commission.

### **Agent Personnel Records**

GH will maintain employee records for each agent for at least twelve (12) months after termination of the agent’s affiliation with GH and records will include, but not limited to:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- The job description or employment contract that includes descriptions of the agent’s duties, authority, responsibilities, qualifications, and supervision;
- Required training, including training regarding privacy and confidentiality requirements, and the signed statement of the person indicating the date, time, and place the agent received said training;
- Performance evaluations;
- Records of any disciplinary action taken;
- Background investigation, including CORI reports;
- 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.

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

GH policy requires the IMMEDIATE DISMISSAL any Staff member who:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of Green Heart, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

GH policy requires that it obtain certification as a Responsible Vendor.

GH requires all Staff take and complete a Responsible Vendor Training under 935 CMR 500.105(2)(b). At a minimum, GH Staff shall receive eight hours of on-going training annually.

GH policy requires that all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within ninety (90) days of hire.

GH will maintain records of responsible vendor training program compliance for four (4) years and can make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

### **Job Descriptions**

Chief Executive Officer: The CEO shall provide overall leadership and vision for Green Heart. The CEO will work with and support the executive management team and employees to assure that GH sets reasonable business and community benchmarks, in order to achieve its goals and fulfill its mission. CEO duties will include the following:

- Work as the team leader with other executives and employees to review GH's business and community objectives, and implement plans to achieve those objectives;
- Lead GH's interactions with state regulators and municipal officials;
- With the Chief Compliance Officer (CCO), oversee compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;
- With the CCO, oversee compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
- Develop, oversee and execute a staffing plan and certain hiring protocols;
- Develop and implement personnel policies and procedures;
- Develop protocols to attract, hire, advance, discipline and terminate employees and volunteers as needed to support GH's operations;
- Ensure compliance with all workplace policy laws and requirements;
- With the CCO, oversee ongoing compliance with the provisions of 935 CMR 500.101(2)(e)(8);
- With the CCO, oversee operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);
- Work with the executive management team and the COO to implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
- Work with the executive management team and the COO to implement a diversity plan that promotes equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
- Work with GH's HR Manager and department managers, ensure the Diversity Plan and Community Initiatives; and
- Work with GH's HR Manager and department managers to implement GH's Plan to Positively Impact Areas of Disproportionate Impact.

Chief Operating Officer: The COO shall operate and be responsible for the maintenance, staffing and ongoing operation of the retail facility. COO duties shall include:

- Work with the CEO to manage financial reporting and budgeting;
- Oversee policies and procedures relating to the retail facility;
- Work with the Compliance Officer to oversee background check process on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
- Coordinate all staff work hours, assignments and collaborations;

- Develop plan to meet the demands of the business;
- Manage GH's human resources team;
- Manage payroll administration;
- Supervise accounting and payables functions
- Oversee tax preparation and auditing in conjunction with CEO and Certified Tax Accountant; and
- Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160.

Chief Compliance Officer: The CCO's duties shall include:

- With the CEO, uphold company and facility compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;
- With the CEO, facilitate GH's interactions with state regulators and municipal officials;
- Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
- Prepare and amend as needed a GH plan to assure ongoing compliance with the provisions of 935 CMR 500.101 et seq.;
- Prepare and amend as needed a set of detailed written operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);
- Keep and maintain all GH records, making them available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
- In collaboration with the CSO, implement and administer background checks and suitability determinations on all GH employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
- Review background checks prior to any employee start date, and before any employee is granted access to any GH facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100;
- Register each employee with DCJIS pursuant to 803 CMR 2.04 to determine suitability.

To further ensure employee suitability, the CCO shall:

- Review any and all conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
- Review any and all criminal disqualifying conditions, offenses, and violations, including the crimes of attempt, accessory, conspiracy, and solicitation.
- Where applicable, review all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Not consider juvenile dispositions as a factor for determining suitability.

Director of Security: Under the supervision of the CEO, the Director of Security will be responsible for the development and overall management of the Security Policies and Procedures for GH, while implementing, administering, and revising the policies as needed.

GH's Director of Security will also:

- Ensure compliance with all provisions of 935 CMR 500.110;
- Train and supervise security agents;
- Provide staffing, shift change and general oversight of security operations;
- Review and ensure proper maintenance of all security apparatus, including
- physical, human and technological security methods and equipment;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Provide training specific for Security Agents prior to commencing job functions;
- Maintain frequent contact with state inspectors and local law enforcement authorities;
- Maintain lists of agents authorized to access designated areas of the GH facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the GH facility;
- Lead a management team to ensure policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of GH agents and assets;
- Maintain all security-related records, incident reports and other reports written by security agents; and
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times.

Security Agent: Security Agents will monitor GH's security systems including alarms, video surveillance, and motion detectors. Security Agents will ensure only authorized people are permitted access to the GH facility. Security Agents will verify appropriate ID cards and other forms of identification. Security Agents will also perform the following duties and other duties as needed:

- Respond and investigate security situations and alarm calls, and clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility;
- Escort GH agents from the facility during non-business hours and perform security checks at designated intervals;
- Verify credentials of each person seeking access to the GH facility;
- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that endangers customers, authorized visitors, and GH agents;
- Answer routine inquiries;
- Log entries, and maintain visitor log; and
- Escort authorized visitors in GH's restricted access areas.

Human Resources (“HR”) Manager: GH’s HR Manager will support the executive management team. The HR Manager will implement all personnel policies and procedures for GH, including hiring processes. The Human Resources Manager will also:

- Oversee hiring and release of GH agents;
- Ensure compliance with any and all workplace policy laws and requirements;
- Review and revise GH personnel policies and procedures in consultation with the executive management team and department managers;
- Handle any and all agent discipline as needed;
- Develop training schedules and policies for GH agents under the supervision of the executive management team and department managers;
- Be responsible for additional human resources tasks decided by GH’s executive management team;
- Oversee GH’s Diversity Plan and Community Initiatives;
- Oversee GH’s Plan to Positively Impact Areas of Disproportionate Impact;
- Comply with State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Working with the Chief Compliance Officer, employ reporting of criminal convictions (and termination if necessary);
- Comply with the State and Federal Family Leave Act;
- Comply with Workplace Safety Laws;
- Instate Workers’ Compensation;
- Working with the Chief Compliance Officer, employ the Background Check process for all employees;
- Comply with State and Federal Minimum Wage Requirements; and
- Comply with any other applicable local, state, or federal employment laws, rules, or regulations.

Inventory Manager: The Inventory Manager will oversee GH’s inventory on a day-to-day basis. Additional duties include, but are not limited to:

- Overseeing weekly and monthly inventory counts and waste disposal requirements;
- Performing a yearly comprehensive inventory together with the executive management team;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Implementing inventory controls to track and account for dispensary inventory;
- Maintaining documents with each day’s beginning, acquisitions, sales, disposal, and ending inventory;
- Implementing procedures and notification policies for proper disposal; and
- Storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during GH’s daily operations. Responsibilities will include:

- Ensuring all products are properly stored, labeled, and recorded in GH inventory system;

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Ensuring waste is properly stored;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory; and
- Coordinating the waste disposal schedule and ensuring GH's policies and ensuring that procedures for waste disposal are followed.

Retail Manager: Manages all GH Member Services Agents and oversees day-to-day operations of GH's retail facility. Other responsibilities and duties will include:

- Training retail staff;
- Reporting any incidents and complaints to the executive team;
- Working with bookkeeping to ensure precise data flow;
- Ensuring customer satisfaction through feedback tools; and
- Implementing inventory tracking.

Retail Agent: Ensures that each GH customer is treated with respect while at a GH facility.

Responsible for making sure that each customer receives the appropriate amount of individualized attention in order to address their specific needs and questions. Job responsibilities include:

- Being knowledgeable about the various products that GH offers;
- Understanding and acknowledging individual customer goals;
- Maintaining a clean, safe, healthy, and productive environment so that customers have a positive experience;
- Answering customer questions related to products including flowers, concentrates, tinctures, and edibles;
- Enforcing and executing compliance with Commission regulations and GH policies and procedures;
- Setting up product displays based on GH policies and procedures;
- Understanding sales transactions using GH systems;
- Participating in ongoing education and professional development; and
- Reconciling cash from daily sales transactions, sales reports, and other forms of day-to-day task management.

GH will follow 935 CMR 500.030(2) regarding agent personnel records during the application process, including any requirements and other information required by the Commission, and in compliance with state and federal laws related to all HR-related activities.

### **Standards of Conduct**

GH will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance.

All GH managers and employees will be expected to maintain the highest degree of professional behavior and standards.

#### *Workplace Attire*

GH's new hire training and the onboarding process will discuss specific workplace attire for each role. The HR Manager and department managers will ensure compliance with all requirements related to workplace attire.

#### *At-Will Employment*

GH's policy is to support is at-will unless otherwise stated, as consistent with In the Commonwealth of Massachusetts.

#### *Violence and Weapons*

Weapons are not allowed on site by employees, customers, or visitors. In the case of a violent event or threat, law enforcement will be contacted immediately. Any employee found carrying a weapon on the premises of a GH facility will be immediately terminated.

### **Hours of Operation**

Monday: 8am-8pm

Tuesday: 8am-8pm

Wednesday: 8am-8pm

Thursday: 8am-8pm

Friday: 8am-8pm

Saturday: 8am-8pm

Sunday: 8am-8pm

### **Personnel Policies and Procedures**

#### *Standard Employment Practices*

GH believes that it can attract a better workforce and increase employee retention by employing workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance. GH is committed to hiring a management team that works one on one with their subordinates to foster a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

#### *Investigations*

The HR Manager, working with the Compliance Officer, will create and implement policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay compliant with 935 CMR 500.000 et seq.

#### *Compliance with Law and Regulation*

GH's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the



Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 et. seq., and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality and workplace safety. The executive management team oversees company compliance, and the CEO shall implement company policies and procedures.

#### *Job Classifications*

Positions at GH are categorized by rank and department. GH's executive management team will be responsible for the overall success of the company's mission. The CEO shall be responsible for implementing GH's vision and mission. The entire executive management team will work closely together to ensure that each GH department executes its functions and responsibilities in a proper and professional manner. Job classification will consist of three tiers: Executive Management, Management, and Non-Management Employee.

#### *Work Schedules*

Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department and will be determined by the respective department manager and the executive manager to whom they report. It will be the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage while not exceeding each role's requirements for full execution of GH day-to-day operations. The department manager must also make sure that adequate coverage occurs on a daily basis and does not lead to abuse or unnecessary use of overtime.

#### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year. After the initial three-month period, reviews will occur at six-month intervals. Employees under review will receive a written summary of their performance. Reviews must be kept in each employee's employment file. Performance reviews must highlight both positive performance factors as well as areas that need improvement. GH may use scoring systems to determine an employee's overall performance.

#### *Advancement & Compensation*

Employee participation in training and bi-annual performance evaluations will be required for any promotions or pay increases. Compensation shall be negotiated on an individual basis. GH shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history and other lawful criteria as determined by GH. The CEO and the executive management team shall determine compensation rates. GH shall at all times comply with applicable state and federal law in determining employee compensation.

#### *Mandatory Meetings and Community Service Days*

Each month, GH will conduct mandatory, repeating company-wide meetings. Certain personnel, such as housekeeping staff, may not be required to attend every meeting. Department managers

will determine employee attendance. Department managers will also schedule and conduct mandatory weekly meetings. Department managers will provide agendas for all meetings and will report in writing to their executive manager on the results and progress of each meeting.

#### *Breaks*

GH employees will be allowed to take daily breaks, including lunch breaks, according to the laws of the Commonwealth.

#### *Leave Policies*

GH leave policies will comply with all applicable state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation annually. Leave must be requested at least two weeks in advance and approved by the CEO or designee. GH anticipates observing all national holidays, and will elect on an annual basis whether to observe state holidays.

#### **Disciplinary Policy**

GH has adopted a disciplinary policy designed to provide a graduated series of corrective actions. This policy, called the “Steps” policy, is intended to improve employee performance, promote the maintenance of a cohesive and productive workplace, and prevent recurring adverse behaviors. In addressing disciplinary matters, GH shall apply the steps described below:

##### *Step 1: Individual Advice and Counsel*

A member of the executive management team shall individually discuss the subject conduct with the employee. The executive shall identify the offending conduct, and clearly outline company expectations for resolution.

##### *Step 2: Written Warning*

Within seven (7) days of the discussion described in Step 1, the executive will prepare a document characterizing the discussion, and will provide a copy of the document to the employee. The employee will sign the document, a copy of which GH will maintain in the personnel file.

##### *Step 3: Final Written Warning*

Should the offending conduct persist or reoccur, a member of the executive management team will prepare a document characterizing the offending conduct and will provide a copy of the document to the employee. The document may include witness statements or reference other evidence. The document will state “Final Warning” in prominent text. The employee will sign the document, a copy of which GH will maintain in the personnel file. If the executive finds the offending conduct problematic, disruptive and/or harmful, or implicants the health or safety of other employees, the executive may recommend to the CEO that the employee be removed from the workplace. The CEO shall act on any such recommendation within forty-eight (48) hours.

##### *Step 4: Termination of Employment*

The last step is termination of employment. GH reserves the right terminate if, notwithstanding the steps set forth above, employee conduct fails to comport with GH policies and procedures. GH reserves the right to terminate without prior notice or

disciplinary action. The CEO must approve termination in writing, a copy of which GH will maintain in the personnel file.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling. Nor should anything outlined in this policy should be read or understood as modifying or changing the employment-at-will relationship between GH and its employees.

#### *Conduct Issues Not Subject to Progressive Discipline*

Illegal behavior is not subject to progressive discipline and may be reported to local law enforcement. Examples of behavior that are not subject to progressive discipline and may be grounds for immediate termination include: theft, intoxication at work, fighting and other acts of violence.

#### *Documentation*

Any employee subject to progressive discipline will receive copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation to indicate their receipt and understanding of the corrective action outlined in these documents. Copies will also be placed in the employee's official personnel file.

#### *Separation of Employment*

A separating employee may contact the CEO or other supervising authority to schedule an exit interview. GH reserves the right to refuse any such interview. The interview, if any, shall occur on or after the employee's last day of work.

#### *Return of Property*

At the time of separation, GH employees must return all company property, examples of which can include cell phones, keys and key cards, identification cards, computers and/or laptops and uniforms. Failure to return certain items may result in deductions from that employee's final paycheck. All separating employees must also sign a Wage Deduction Authorization Agreement, which allows GH to deduct the costs of such items from their final paycheck.

#### *Termination of Benefits*

An employee separating from GH is eligible to receive benefits as long as the appropriate procedures are followed as outlined in this document. The employee must give two (2) weeks' notice. The employee must work those final two work weeks in full. Any accrued vacation time will be paid in the last paycheck. Accrued sick leave will also be paid out in the last paycheck.

#### *Health Insurance*

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. GH shall provide information about employee rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) relative to the continuation of health insurance coverage.

**Agent Background Checks**

In addition to completing the Commission's agent registration process, all agents hired to work for GH will undergo an extensive, detailed background investigation process before being allowed access inside GH or prior to beginning work duties, performed in accordance with 935 CMR 500.101(1).

Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800.

Upon adverse determination, GH will provide each applicant with a copy of their background screening report and a pre-adverse determination letter. This report and letter will provide the applicant with a copy of their right to dispute the contents of the report and will include who to contact GH to do so. Applications will also have the opportunity to provide a supplemental statement.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by GH or the Commission.

GREEN WORLD, LLC

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**GREEN HEART**



**POLICY CONCERNING**  
**RECORD KEEPING PROCEDURES**

### **Record Keeping Procedures**

Green Heart's ("GH") policies and procedures for recordkeeping and record retention will comply with all CCC regulations to safeguard and maintain vital documents. Upon request or by audit, the Company will provide written records to the CCC. Under supervision of the Chief Compliance Officer, working with the HR Manager and Inventory Manager, GH will file records in a secure, limited access area.

GH will employ a quarterly review of all retained records to ensure compliance. This review will include corporate, employee and business documents.

Under direct supervision of the Chief Compliance Officer, the procedures will also be kept current and internally inspected by the executive management team as a part of Green Heart's overall facility maintenance, conducted annually.

### *Corporate Records*

Corporate records are defined as records that require, at a minimum, regularly scheduled annual reviews, updates, and renewals. These records include the Cannabis Control Commission's annual compliance requirements for marijuana establishment registration, agent registration, and employee background check documentation. Green Heart will comply with all corporate governance requirements: Secretary of State filings and annual reports. GH will ensure its business operations with policies for general liability, directors & officers (D&O), product liability, workers compensation, employer professional liability and umbrella coverage. Green Heart's host community local compliance will include any and all variances, as-built drawings, site plan approvals, special permits and certificate of occupancy.

GH will maintain all records required in any section of 935 CMR 500.000, in addition to the following: Written operating procedures as required by 935 CMR 500.105(1); inventory records as required by 935 CMR 500.105(8); and seed-to-sale tracking records for all cannabis products as required by 935 CMR 500.105(8)(e).

### *Personnel Records*

GH will maintain detailed personnel records, which will include the following:

- Job descriptions for each employee and volunteer position, along with organizational charts consistent with the job descriptions;
- A personnel record for each GH Staff member. These records will be maintained by GH for at least twelve (12) months after termination of the individual's affiliation with GH and shall include, at a minimum, the following:
  - all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision for that position;
  - documentation of periodic, regular performance evaluations;
  - documentation of verification of references;
  - 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 record of any disciplinary action taken; and
- notice of completed responsible vendor and eight (8) hour related duty training.

GH maintains a staffing plan that demonstrates accessible business hours and safe working conditions.

GH maintains personnel policies and procedures; and all background check reports obtained in accordance with 935 CMR 500.030.

#### *Business Records*

GH will maintain detailed Business Records, which shall include electronic or hard copies of, at a minimum:

- Salary and wages paid to each employee, any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with any GH vendors, including members, if any;
- Assets and liabilities;
- Books of accounts, which shall include ledgers, journals, and supporting documents, invoices, checks, agreements, and vouchers;
- Monetary transactions;
- Sales records including the quantity, form, and cost of cannabis products; and
- Waste disposal records as required under 935 CMR 500.105(12).

#### *Handling and Testing of Marijuana Records*

GH will maintain the results of all cannabis testing a minimum of one (1) year.

#### *Inventory Records*

GH's record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

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

- GH will use seed to sale software to maintain real-time inventory. GH's seed-to-sale inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of all cannabis and cannabis-related products ready for dispensing; as well as all damaged, defective, expired, or contaminated cannabis and cannabis products awaiting disposal.
- Inventory records will 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.

#### *Incident Reporting Records*

- Within ten (10) calendar days, GH will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a). GH will do this by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any),

confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, along with any other relevant information.

#### *Visitor Records*

All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. A visitor sign-in and sign-out record will be maintained at the security office. 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 accompanying the visitor.

#### *Security Records*

- GH will make a current list of authorized agents and service personnel that have access to the surveillance room available to the Commission upon request.
- GH will make available for immediate viewing by the Commission upon request all twenty-four (24) hour recordings from all video cameras that are kept for a minimum of ninety (90) calendar days.

#### *Transportation Records*

GH will retain all shipping manifests for no less than one (1) year. These records will be made available to the Commission upon request.

#### *Agent Training Records*

Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and location where they were trained, the topics discussed and the name(s) and title(s) of the presenter(s).

#### *Records Closure Policy*

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

#### *Policies and Procedures Records*

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

- A list of all executives of the Company, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on the Company's website;
- Description of the various strains of marijuana to be cultivated, sold, or processed, as applicable, as well as the form(s) in which marijuana will be dispensed;
- A staffing records and staffing plan in compliance with 935 CMR 500.105(9);



- A description of the Company's hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
- Policies and procedures for the handling of cash on Company premises including but not limited to storage, collection frequency and transport to financial institution(s);
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Agent security policies, including crime prevention and personal safety techniques; Security measures in compliance with 935 CMR 500.110;
- Policies and procedures to prevent the diversion of marijuana to individuals younger than twenty-one (21) years old;
- Policies for an alcohol, smoke, and drug-free workplace;
- Quality control plans, including product testing for contaminants in compliance with 935 CMR 500.160;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- A plan describing how confidential information will be maintained; and
- Policy for the immediate dismissal of any dispensary agent who has:
  - Been convicted, entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
  - Diverted marijuana, which will be reported the Police Department and to the CCC; or
  - Engaged in unsafe practices with regard to Company operations, which will be reported to the CCC.

#### *Record Retention*

As a retailer, GH will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

#### *Personnel Policies, Including Background Checks*

GH will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. GH will keep, at a minimum, the following personnel records:

- A staffing plan that shows accessible business hours and safe conditions;
- A personnel record for each marijuana establishment agent;
- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- Written personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

For more detailed information about GH's personnel policies, including procedures related to background checks, please refer to the section titled *Personnel Policies Including Background Checks*.

GH only hires Staff who comport with the background regulations promulgated by the Commission.

GH policy requires the IMMEDIATE DISMISSAL any Staff member who: 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2. Engaged in unsafe practices with regard to operation of GH, which shall be reported to the Commission; or 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

GH policy requires that GH obtain certification as a Responsible Vendor.

GH requires that all Staff take and complete a Responsible Vendor Training under 935 CMR 500.105(2)(b). At a minimum, GH Staff shall receive eight (8) hours of on-going training annually.

GH policy requires that all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within ninety (90) days of hire.

GH maintains records of responsible vendor training program compliance for four (4) years and can make these records available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

GREEN WORLD, LLC

d/b/a

**GREEN HEART**



**POLICY CONCERNING**  
**MAINTENANCE OF FINANCIAL RECORDS**

### **Maintenance of Financial Records**

Green Heart (“GH”) maintains all records onsite, available for inspection by the Commission, upon request.

GH’s records are maintained in accordance with generally accepted accounting principles.

Green Heart maintains all Business Records required in any section of 935 CMR 500.000, in addition to the following which shall include manual or computerized records of:

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 shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with GH, including members of the nonprofit corporation, if any.

Cash management will be developed within the Security Plan and shall remain confidential to GH’s management and staff. Frequency and timing of cash deposits to be made to financial institutions shall be randomized for security purposes.

Seed to sale tracking systems as approved by the Commission shall be implemented which will support GH’s payment of state and local sales tax and other obligations.

GH’s confidential information will be kept in a secure location, 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 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 date, 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 cannabis and cannabis product sales, and non-cannabis sales; and

- 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.

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); and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

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**GREEN HEART**



**POLICY CONCERNING**  
**QUALIFICATIONS AND TRAINING**

### **Qualifications and Training**

Green Heart (“GH”) only hires Staff who comport with GH’S background check. GH’s staff meet minimum age requirements of being twenty-one (21) years of age or older and have completed and shall maintain Responsible Vendor Training Program certification, all as promulgated by the Commission under 935 CMR 500.105(2)(b).

GH requires that all Staff shall, at a minimum, receive eight (8) hours of on-going training each year.

GH policy requires that all new employees involved in the handling and sale of cannabis for adult use shall successfully complete a Responsible Vendor Program within ninety (90) days of hire.

GH maintains records of responsible vendor training program compliance for four (4) years and can make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

All GH staff will have a working knowledge of the related cannabis law, rules and regulations, including local regulations. Managers (assistant and supervisor level) will be responsible for ensuring all GH Staff follow such obligations.

GH will employ a Compliance Officer who will oversee hiring and training of all Staff and will conduct periodic compliance checks to ensure Staff has retained such knowledge.

Managers and the Compliance Officer are expected to have some post high school education. Staff are expected to have attained a high school diploma or its equivalent.

In accordance with 935 CMR 500.030, GH candidates for employment as a marijuana establishment agent 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.

GH will also ensure that all of its employees are suitable for registration consistent with the provisions of 935 CMR 500.802.

### ***Marijuana Establishment Agent Training***

(a) Marijuana Establishments shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight (8) hours of on-going training annually.

### *Responsible Vendor Training*

1. On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
2. Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within ninety (90) days of hire.
3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. Marijuana establishments must maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

### *Certification Training Program Standards*

- a. No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment;
- b. Program providers shall submit their programs to the Commission every two years for approval as a responsible vendor program;
- c. The program shall include at least two (2) hours of instruction time;
- d. The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;
- e. The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three (3) years;
- f. The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;
- g. The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;
- h. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;
- i. Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and
- j. Program providers shall solicit effectiveness evaluations from individuals who have completed their program. Certification Training Class Core Curriculum.
  - a. Discussion concerning marijuana’s effect on the human body. Training shall include:
    - i. Marijuana’s physical effects based on type of marijuana product;
    - ii. The amount of time to feel impairment;
    - iii. Visible signs of impairment; and
    - iv. Recognizing the signs of impairment.
  - b. Diversion prevention and prevention of sales to minors, including best practices;



- c. Compliance with all tracking requirements; and
- d. Acceptable forms of identification. Training shall include:
  - i. How to check identification;
  - ii. Spotting false identification;
  - iii. Medical registration cards issued by the DPH;
  - iv. Provisions for confiscating fraudulent identifications; and
  - v. Common mistakes made in verification.
- e. Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - i. Local and state licensing and enforcement;
  - ii. Incident and notification requirements;
  - iii. Administrative and criminal liability;
  - iv. License sanctions and court sanctions;
  - v. Waste disposal;
  - vi. Health and safety standards;
  - vii. Patrons prohibited from bringing marijuana onto licensed premises;
  - viii. Permitted hours of sale;
  - ix. Conduct of establishment;
  - x. Permitting inspections by state and local licensing and enforcement authorities;
  - xi. Licensee responsibilities for activities occurring within licensed premises;
  - xii. Maintenance of records;
  - xiii. Privacy issues; and
  - xix. Prohibited purchases and practices.
- f. Such other areas of training determined by the Commission to be included in a responsible vendor training program.

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**GREEN HEART**



**POLICY CONCERNING**  
**QUALITY CONTROL AND TESTING**  
**AMENDED NOVEMBER 16, 2019**

### **Quality Control and Testing**

Green Heart does not sell any marijuana and marijuana products unless that marijuana or marijuana product has passed testing, and Green Heart keeps a record of test results for each batch of marijuana and marijuana products.

Green Heart inspects all marijuana and marijuana products for any sign of contamination. Any marijuana that appears contaminated is REJECTED by Green Heart and RETURNED to the vendor – regardless of testing results. Green Heart understands that vendors can cheat on the tests, and accordingly, Green Heart’s first line of defense is a visual inspection.

Green Heart only purchase from trusted vendors, and from vendors who strictly comply with the regulations pertaining to testing of marijuana and marijuana product.

Green Heart ensures that all marijuana product, including marijuana, offered for sale or otherwise marketed for adult use has been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Green Heart maintains a Test Log for all marijuana product, including marijuana, offered for sale or otherwise marketed for adult use by Green Heart.

The Test Log and Green Heart’s policy describes the acceptable contaminant levels established in the DPH protocols identified in 935 CMR 500.160(1).

Green Heart’s policy requires that the Commission is notified within seventy-two (72) hours of any laboratory testing results indicating that contamination cannot be remediated, and Green Heart requires disposing of the contaminated marijuana product.

Green Heart’s policy recognizes that the notification to the Commission must come from Green Heart AND from both the Independent Testing Laboratory, separately and directly. Green Heart understands that the notification from Green Heart must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Green Heart maintains all test records and the Test Log for no less than one (1) year.

In addition, GHGW establishes the additional policies and procedures concerning Quality Control and Testing Procedures:

To the extent Green Heart receives marijuana product requiring further processing and packaging Green Heart shall only utilize the leaves and flowers of the female marijuana plant to be processed accordingly in a safe and sanitary manner in that all product shall be:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area as applicable to GH's operations

Green Heart requires all agents whose job includes contact with marijuana be compliant with the requirements for food handlers specified in 105 CMR 300.000.

Green Heart's policy requires any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately.

Green Heart supervisors shall ensure all agents are properly trained and monitored for compliance with all such requirements.

Green Heart's dispensary shall have hand-washing facilities located in production areas and where good sanitary practices require employees to wash and sanitize their hands. GH will work with the local board of health and CCC for proper placement of such facilities.

Green Heart's policy requires it shall always provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Green Heart's waste disposal policy requires all litter and waste shall be properly removed in appropriate bins who are located so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Green Heart's facility shall be constructed in such a manner that they may be adequately kept clean and in good repair, this includes all flooring, walls, and ceilings.

Green Heart's policy requires all contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. Green Heart will maintain a log ensuring proper opening and closing procedures and daily maintenance to ensure all such surfaces are properly maintained and cleaned.

Green Heart's policy maintains that all toxic items shall be identified, held, stored and disposed of in a manner that protects against contamination of marijuana.

Green Heart's proposed location has sufficient water supply for necessary operations but hereby establishes a policy that the water supply shall be maintained such that it will always be sufficient for operations.

Green Heart's policy ensures that the plumbing equipment will be of adequate size and design and

maintained to carry sufficient quantities of water to required locations throughout the establishment. Green Heart will maintain a maintenance log of inspections and repairs completed to the plumbing service to ensure the system is maintained as required.

Green Heart's policy requires it provide and maintain for its employees adequate and readily accessible toilet facilities. Such facilities are part of the proposed location's final plans.

Green Heart's policy requires the storage and transportation of finished products to be held and maintained under conditions that protect them against physical, chemical, and microbial contamination.

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**GREEN HEART**



**DIVERSITY PLAN**

## Introduction

Green Heart's ("GH") proposed location is 897 North Montello Street, Brockton, MA 02301. The entire City of Brockton is designated as an area of disproportionate impact per the most recent Massachusetts Cannabis Control Commission's latest guidelines. In addition, one of Green Heart's co-owners is a resident of and has several existing businesses in Brockton. Therefore, GH has unique knowledge of the community and understands its needs and concerns.

Green Heart believes in creating and sustaining a robust policy of inclusivity and diversity. GH recognizes that workforce diversity plays a vital part of its commitment to its community. Green Heart is dedicated to creating a diverse culture. GH's diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. GH will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

## Impact Groups

Green Heart intends to hire those individuals who meet the criteria set forth in the Commission's requirements for diversity, namely:

- Minorities (15%);
- Women (15%);
- Veterans (10%);
- People with disabilities (5%); and
- LGBTQ+ (5%).

## Goals

Green Heart's Diversity Plan will promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. To achieve this vision, GH designed specific, measurable goals that involve a sustained and concerted effort to:

- Hire employees who are represented in the demographics listed above; and
- Provide tools and training that help ensure the success of these employees.

Within the first year, Green Heart intends to reserve no less than one-fifth (1/5) or 20 percent of its workforce, full or part time, for candidates who meet the above criteria with an overall goal to reach 50% within 2 years. Green Heart will employ best efforts and practices to purchase products and other supplies from businesses operated and owned by minorities, women, veterans, people with disabilities and people of all gender identities and sexual orientations. GH expects to establish an additional market for marijuana-related supplies, including consumer containers and packaging, point of sale systems, security services and products, as well as construction and renovation related to Green Heart's initial build out of its location.

## Programs

### Diversity Recruitment and Sourcing

Green Heart will build and maintain a workforce that is inclusive and diverse by actively recruiting members of underrepresented and minority communities. Green Heart's recruitment efforts will maintain the number of qualified diverse applicants by:

- Employee (peer-to-peer for employment) referral program from diverse groups;
- Participating in no less than 2 career fairs in and around the City of Brockton;
- Advertising employment opportunities monthly in a range of publications, such as bilingual media,
- Diverse networking groups that reflect minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations
- Posting open jobs on online public boards;
- Updating recruiters and employment agencies that work with diverse candidates;
- Using social media and online platforms such as Zip Recruiter to reach online career and job websites; and
- Developing relationships with housing, transportation, and other programs designed to improve employment opportunities for diverse people in the community and surrounding areas.

At his other city establishments, GH's co-owner has been hiring a diverse group of residents from Brockton for over 25 years. He has an extensive network to help him identify the diverse talent necessary to maintain his businesses. In addition to the steps outlined above, he expects to rely on this local network, which includes other business owners, city officials, and employment agencies located in and around Brockton.

In addition, Green Heart will work closely with Brockton's Veterans Agent to identify interested veterans seeking employment in the cannabis industry. GH will also work with established recruiters who specialize in or are familiar with qualified candidates who are women, minorities, people with disabilities and/or people of all gender identities and sexual orientations.

GH will also need to hire specialized talent. As mentioned earlier, GH will rely on employment agencies, internet (websites and advertisement), and local advertisers, to the extent such methods comply with the law and are intended to target only adults, whether this is for security or specialized material or methods specific to the cannabis industry.

GH expects to train its talent on a rolling basis, so that there will always be staff training for management positions. This will enable the business to be prepared for the inevitable employee turnover that affects every business, regardless of industry. Green Heart will also provide management training for employees seeking advancement through education credits or benefits.

#### Employee Retention, Training and Development

Green Heart will maintain a diverse and inclusive workforce by mentoring, training, and creating robust professional development programs that recruit, encourage, and promote a diverse workplace.



Awareness of Diversity Plan goals and Green Heart's efforts to create a workplace culture with zero tolerance for discrimination, harassment, or retaliation is crucial to Green Heart's success.

Green Heart's diversity awareness training will emphasize its zero-tolerance commitment of harassment and discrimination along with GH's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Green Heart employees will be required to complete the diversity awareness training program during their new employee orientation.

GH's new hires will complete a general orientation program and be able to describe, discuss, and respect the tenets outlined in the Diversity Plan. Established employees will take additional diversity training tailored to their specific job functions. GH will also require all Green Heart employees and management to complete ongoing diversity training on an annual basis. This will enable all levels of GH management and staff to stay up-to-date on best practices and policies and foster a deep understanding and compliance with GH's Diversity Plan.

Green Heart will share information to the company and vendors related to its Diversity Plan by:

- Implementing mandatory diversity training programs for all GH employees;
- Communicating GH's zero-tolerance policies for harassment, discrimination and bullying;
- Holding bi-monthly managerial meetings during GH's first year to evaluate the Diversity Plan; over time move to quarterly with successful adoption and adherence to program;
- Employing an effective communications strategy to employees consisting of electronic and print media to support diversity initiatives.

GH also plans to work with the Human Resources Manager and Chief Executive Officer to design an employee retention plan that offers promotions through industry training and education. Furthermore, GH will ensure that all employees have access to equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions.

#### Measurements

GH will implement a program lead by the CEO and implemented by the Human Resources Manager together with Green Heart's respective department managers.

Green Heart will develop and implement equitable policies, programs, statements, and internal and external communication procedures in support of the goals of its Diversity Plan. Green Heart will help identify problematic areas for such equity, such as:

- Receiving, reviewing, and resolving any complaints of discrimination or other noncompliance with regards to equal opportunity and fair treatment of all employees;
- Designing reporting systems that measure effectiveness of programs that support the Diversity Plan and present to the Commission as requested;
- Working with GH management solve any issues related to diversity and inclusion;
- Auditing GH's internal and external job postings to ensure all information complies with GH's diversity policies and procedures;

- Reviewing the Diversity Plan with management at all levels of GH to ensure that the Plan is understood and followed.

#### Annual Audit of the Diversity Plan Success

Green Heart will measure its success by providing the Commission with the following:

- Number of individuals from the above demographic groups who were hired and retained after the issuance of a license;
- Number of promotions for people falling into the above demographics since initial licensure;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above listed demographics in attendance; and
- Description of plan and effort made by GH to monitor and enforce the Diversity Plan.

#### Acknowledgements

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

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