



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR281408  
Original Issued Date: 06/11/2021  
Issued Date: 05/11/2023  
Expiration Date: 10/11/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Corner Emporium LLC.

Phone Number: 508-735-2497  
Email Address: maximus8576@gmail.com

Business Address 1: 40 Jackson Street  
Business City: Worcester  
Business State: MA  
Business Address 2: Suite 420  
Business Zip Code: 01608  
Mailing Address 1: 46 FLORENCE STREET  
Mailing City: Worcester  
Mailing State: MA  
Mailing Address 2:  
Mailing Zip Code: 01610

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes  
Priority Applicant Type: Economic Empowerment Priority  
Economic Empowerment Applicant Certification Number: EE202178  
RMD Priority Certification Number:

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 19.75  
Percentage Of Control: 19.75

<b>Role:</b> Director	<b>Other Role:</b>	
<b>First Name:</b> Edry	<b>Last Name:</b> Jimenez	<b>Suffix:</b>
<b>Gender:</b> Female	<b>User Defined Gender:</b>	

**What is this person's race or ethnicity?:** Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

**Specify Race or Ethnicity:**

#### Person with Direct or Indirect Authority 2

<b>Percentage Of Ownership:</b> 19.75	<b>Percentage Of Control:</b> 19.75	
<b>Role:</b> Executive / Officer	<b>Other Role:</b>	
<b>First Name:</b> Joseph	<b>Last Name:</b> Johnson	<b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>	

**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 3

<b>Percentage Of Ownership:</b> 12.5	<b>Percentage Of Control:</b> 12.5	
<b>Role:</b> Owner / Partner	<b>Other Role:</b>	
<b>First Name:</b> James	<b>Last Name:</b> McBride	<b>Suffix:</b>
<b>Gender:</b> Male	<b>User Defined Gender:</b>	

**What is this person's race or ethnicity?:** Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

**Specify Race or Ethnicity:**

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

<b>Percentage of Control:</b> 49	<b>Percentage of Ownership:</b> 49	
<b>Entity Legal Name:</b> TCI Investors LLC	<b>Entity DBA:</b>	<b>DBA City:</b>

**Entity Description:** A Massachusetts LLC set up to hold investments and engage in any activities related to or useful in connection with said investments.

**Foreign Subsidiary Narrative:**

<b>Entity Phone:</b>	<b>Entity Email:</b>	<b>Entity Website:</b>
<b>Entity Address 1:</b>	<b>Entity Address 2:</b>	
<b>Entity City:</b>	<b>Entity State:</b>	<b>Entity Zip Code:</b>
<b>Entity Mailing Address 1:</b>	<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b>	<b>Entity Mailing State:</b>	<b>Entity Mailing Zip Code:</b>

**Relationship Description:** TCI Investors provides capital, guidance, and oversight to the Marijuana establishment. The authority is exercised via Board of Directors seats, as well as spending oversight during the construction and licensing phases of the business.

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Edry Last Name: Jimenez Suffix:  
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 21.5  
Capital Attestation: Yes

#### Individual Contributing Capital 2

First Name: Joseph Last Name: Johnson Suffix:  
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 21.5  
Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: TCI Investors LLC Entity DBA:  
Email: msakala1@yahoo.com Phone: 617-962-2426  
Address 1: 256 Commonwealth Ave Apt 1 Address 2:  
City: Boston State: MA Zip Code: 02116  
Types of Capital: Monetary/Equity, Other Type of Total Value of Capital Provided: Percentage of Initial Capital:  
Debt Capital: \$222420.35 80  
Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Joseph Last Name: Johnson Suffix:  
Marijuana Establishment Name: The Corner Emporium, LLC (Courier License) Business Type: Other  
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

##### Individual 2

First Name: Edry Last Name: Jimenez Suffix:  
Marijuana Establishment Name: The Corner Emporium, LLC (Courier License) Business Type: Other  
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

##### Individual 3

First Name: James Last Name: McBride Suffix:  
Marijuana Establishment Name: The Corner Emporium, LLC (Courier License) Business Type: Other  
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

##### Individual 4

First Name: TCI Investors Last Name: LLC Suffix:  
Marijuana Establishment Name: The Corner Emporium, LLC (Courier License) Business Type: Other  
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 40 Jackson Street  
Establishment Address 2: Suite 420  
Establishment City: Worcester Establishment Zip Code: 01608

Approximate square footage of the establishment: 4500

How many abutters does this property have?: 46

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	Scan Jul 24, 2020 (2).pdf	pdf	5f1b78507b30b674269a8c7e	07/24/2020
Community Outreach Meeting Documentation	Scan Jul 24, 2020 (2) (1).pdf	pdf	5f1b7dbf7b30b674269a8c8e	07/24/2020
Community Outreach Meeting Documentation	Community outreach meeting Attestation Form 8.29.20.pdf	pdf	5f5ac64e853a241c0ed8de85	09/10/2020
Community Outreach Meeting Documentation	T&G_Notice_(Attachment_A).pdf	pdf	5f8085cf564e5f07d034d43c	10/09/2020
Community Outreach Meeting Documentation	Notice to City Clerk (Attachment B).pdf	pdf	5f8086379bb9f3079928a987	10/09/2020
Plan to Remain Compliant with Local Zoning	TCE Zoning Compliance Plan 2.0.pdf	pdf	5f808932564e5f07d034d442	10/09/2020
Community Outreach Meeting Documentation	TCE_Abutter_Notice_(Attachment_C).pdf	pdf	5f8096cde3e99907b865ca98	10/09/2020

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

#### POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	CGP Letter.pdf	pdf	5f808aa08109e507db041f5f	10/09/2020
Plan for Positive Impact	TCE PIP 2.2.pdf	pdf	5f9b3e48df85ec07dfb87413	10/29/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:  
First Name: Edry Last Name: Jimenez Suffix:  
RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION  
Entity Background Check Information 1

Role: Investor/Contributor Other Role:  
Entity Legal Name: TCI Investors LLC Entity DBA:  
Entity Description: A Massachusetts LLC set up to hold investments and engage and any related activities to said investments.  
Phone: 617-962-2426 Email: msakala1@yahoo.com  
Primary Business Address 1: 256 Commonwealth Ave Apt 1 Primary Business Address 2:  
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02116  
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION  
Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	BYLAWS OF CGP.pdf	pdf	5b78d98289bc002d9918a611	08/18/2018
Department of Revenue - Certificate of Good standing	Certificate of Tax Good Standing (9.3.2020).pdf	pdf	5f5aac7fab637e1bff60ca42	09/10/2020
Articles of Organization	Certificate of Organization- The Corner Emporium LLC. 2020.pdf	pdf	5f5ab262bc3a3b1be23ddab5	09/10/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing (TCE) 9.10.20.pdf	pdf	5f5ac14b5837b61c2f6486df	09/10/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA Affidavit 9.10.20.pdf	pdf	5f5acbefbc3a3b1be23ddae8	09/10/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	TCE Corp GS 23.jpg	jpeg	640f84b3d523e300087169f1	03/13/2023
Department of Unemployment Assistance - Certificate of Good standing	DUA Affidavit (1).docx- TCE.pdf	pdf	640f84b63a44570008aec292	03/13/2023
Department of Revenue - Certificate of Good standing	Tax Good Standing 2023 - TCE.pdf	pdf	640f84b8d523e30008716a08	03/13/2023

Massachusetts Business Identification Number: 001324594  
Doing-Business-As Name: The Corner  
DBA Registration City: Worcester

## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	insurance quote.pdf	pdf	5b7ce81d4e62492d8f344774	08/22/2018
Business Plan	Business Plan.pdf	pdf	5b7faa85aa953e3937b5a27a	08/24/2018
Proposed Timeline	Operational Timeline for Retail V2.1.pdf	pdf	640f850d3a44570008aec2af	03/13/2023

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	The Corner Dispensing of Marijuana (Retail Procedures) Restricting Access to Age 21 and Above SOP.pdf	pdf	5f31edca17c8fd6455708db8	08/10/2020
Inventory procedures	The Corner Inventory Procedures SOP(1).pdf	pdf	5f31ee0d0754a56476284b48	08/10/2020
Personnel policies including background checks	The Corner Personnel Policies and Procedures SOP.pdf	pdf	5f31ee2e193ee2646b47a8d0	08/10/2020
Prevention of diversion	The Corner Plan for Prevention of Diversion SOP (1).pdf	pdf	5f31ee503935fc643b5612f6	08/10/2020
Prevention of diversion	The Corner Plan for Prevention of Diversion SOP .pdf	pdf	5f31ee7cf4c60d645c964d85	08/10/2020
Plan for obtaining marijuana or marijuana products	The Corner Plan to Acquire Cannabis and Cannabis Products .pdf	pdf	5f31eea8a24e76648176e0ea	08/10/2020
Quality control and testing	The Corner Quality Control and Testing SOP.pdf	pdf	5f31eedd193ee2646b47a8d8	08/10/2020
Record Keeping procedures	The Corner RecordkeepingMaintaining Financial Records Policy SOP.pdf	pdf	5f31eeeca24e76648176e0ee	08/10/2020
Storage of marijuana	The Corner Storage of Marijuana SOP.pdf	pdf	5f31ef168093f4686f9c9b64	08/10/2020
Quality control and testing	The Corner Quality Control and Testing.pdf	pdf	5f35c584233f7b0865380a76	08/13/2020
Qualifications and training	The Corner Job Description_Inventory Associate.pdf	pdf	5f35c90b7116b407de652915	08/13/2020
Qualifications and training	The Corner Job Descriptions Retail Sales Associate.pdf	pdf	5f35c91f87ec2b07e9c4fd7f	08/13/2020
Qualifications and training	The Corner Job Description General Manager.pdf	pdf	5f35c982b18f5e08358c58e7	08/13/2020
Transportation of marijuana	TCE Transportation 2.0.pdf	pdf	5f8096ec9193d007a21970f9	10/09/2020
Energy Compliance Plan	The Corner Energy Efficiency SOP 2.0.pdf	pdf	5f809b8711982107a7232d9a	10/09/2020
Restricting Access to age 21 and older	TCE Policy for Limiting Access to Age 21 and Older 2.0.pdf	pdf	5f809dfbf3e55207cefa5d8d	10/09/2020
Maintaining of financial records	TCE Financial Records 2.0.pdf	pdf	5f809f58ac4d5e07c7f9f550	10/09/2020
Security plan	TCE Security Plan 2.0.pdf	pdf	5f9b3831edc7d60856d9591c	10/29/2020
Qualifications and training	TCE Training 2.1.pdf	pdf	5f9b390da75869080486a43e	10/29/2020
Diversity plan	TCE Diversity Plan 2.1.pdf	pdf	5f9b3953bd0d8e081433b2fd	10/29/2020

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	AU only.pdf	pdf	6238ab8a2ff0a70007d43df2	03/21/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	AU only.pdf	pdf	6238ab8894e8800009861fb3	03/21/2022

## ATTESTATIONS

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

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

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

Notification:

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

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

### Progress or Success Goal 1

**Description of Progress or Success:** Our goal for the Employment Program is to provide access to the legal marijuana industry to those populations that have been negatively affected by marijuana prohibition through employment with our company. We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined here:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Worcester. (10%);
2. Commission-designated Economic Empowerment Priority applicants (10%);
3. Commission-designated Social Equity Program participants (10%);
4. Massachusetts residents who have past drug convictions (5%); and
5. Massachusetts residents with parents or spouses who have drug convictions (5%)

### Progress or Success Goal 2

**Description of Progress or Success:** Goals- Our goal is to enhance access to the marijuana industry for the suppliers, contractors and Marijuana Establishments that have been negatively affected by marijuana prohibition. Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program

Populations that are outlined here:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Worcester. (10%);
2. Commission-designated Economic Empowerment Priority applicants (10%);
3. Commission-designated Social Equity Program participants (10%);
4. Massachusetts residents who have past drug convictions (5%); and
5. Massachusetts residents with parents or spouses who have drug convictions (5%)

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

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

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

Persons with disabilities and 5-10% be persons who are LGBTQ+

##### Diversity Progress or Success 2

**Description of Progress or Success:** Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to

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

#### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 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).

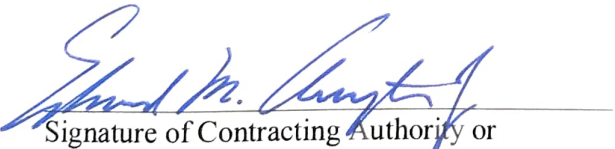
### Applicant

I, KE McBride, (insert name) certify as an authorized representative of Community Growers Partnership (insert name of applicant) that the applicant has executed a host community agreement with City of Worcester (insert name of host community) pursuant to G.L.c. 94G § 3(d) on February 20, 2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Edward M. Augustus, Jr., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Worcester (insert name of host community) to certify that the applicant and the City of Worcester (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 20, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community  
Edward M. Augustus, Jr., City Manager

Community Growers Partnership LLC.  
Community meeting 7/20/20 7pm-8pm  
40 Jackson St. Worcester MA.

Name.	Address.	Email.	Question?
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Joseph Johnson 46 Florence St. Waltham MA 09508/MA.com  
Seth Yaffe 1670 Washington St Boston MA sethyaffe@gmail.com  
Zack Horney 100 ALGONGUIN, MARLBOROUGH MA charvey@effx.com  
Manuel Torres 10 Hingham Rd Worcester, MA mannyt12a@gmail.com  
Michael A. Rodriguez 44 Cambridge St.  
The McBride 170 Fairmount Ave imcbride@gmail.com

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 7/20/2020
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

7/6/2020

b. Name of publication:

Worcester  
Telegraph & Gazette

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

a. Date notice filed:

7/25/2020

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

a. Date notice(s) mailed:

7/3/2020

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



Name of applicant:

Joseph Johnson

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

# TELEGRAM & GAZETTE

## telegram.com

### Order Confirmation

<b><u>Ad Order Number</u></b>	<b><u>Customer</u></b>	<b><u>Payor Customer</u></b>	<b><u>PO Number</u></b>
0000445201	JOHNSON,JOSEPH	JOHNSON,JOSEPH	
<b><u>Sales Rep.</u></b>	<b><u>Customer Account</u></b>	<b><u>Payor Account</u></b>	<b><u>Ordered By</u></b>
jgermaine	1000017767	1000017767	Joseph
<b><u>Order Taker</u></b>	<b><u>Customer Address</u></b>	<b><u>Payor Address</u></b>	<b><u>Customer Fax</u></b>
jgermaine	46 FLORENCE STREET WORCESTER MA 01610 USA	46 FLORENCE STREET WORCESTER MA 01610 USA	
<b><u>Order Source</u></b>	<b><u>Customer Phone</u></b>	<b><u>Payor Phone</u></b>	<b><u>Customer EMail</u></b>
Rep	508-735-2497	508-735-2497	cgp508ma@gmail.com
			<b><u>Special Pricing</u></b>
			None

<u>Invoice Text</u>	<u>Ad Order Notes</u>	<u>Materials</u>	<u>Promo Type</u>	<u>Blind Box</u>		
<u>Tear Sheets</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
0	\$76.50	\$0.00	\$76.50	Credit Card - Visa:6702	\$76.50	\$0.00

<b><u>Ad Number</u></b>	<b><u>Ad Type</u></b>	<b><u>Ad Size</u></b>	<b><u>Color</u></b>	<b><u>Production Method</u></b>	<b><u>Production Notes</u></b>
0000445201-01	1Legal	: 1.0 X 1.5000"	<NONE>	AdBooker	
<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b>	<b><u>Pick Up</u></b>	<b><u>Affidavits</u></b>	<b><u>Proofs</u></b>
		No		0	0

#### **WYSIWYG Content**

Notice is hereby given that a Community Outreach Meeting for a proposed Delivery-Only Marijuana Establishment is scheduled for 7/20/20 from 7-8pm in the parking lot of 40 Jackson St, Worcester, MA 01608. The proposed Delivery-Only Retail Marijuana Establishment will be located at the 40 Jackson St. location, as a complementary license to the Retail Marijuana Establishment already permitted for this location. There will be an opportunity for the public to ask questions. We will provide personal protective equipment (gloves, masks, and chairs distanced at least 6 feet apart), to ensure safety for all attendees. We will have a sign in sheet, and will provide brand new pens for each guest. We look forward to seeing you.

Joseph Johnson/CEO  
Community Growers Partnership LLC  
July 06, 2020

<b><u>Product Information</u></b>	<b><u>Placement/Classification</u></b>	<b><u>Run Dates</u></b>	<b><u># Inserts</u></b>	<b><u>Cost</u></b>
<b><u>Run Schedule Invoice Text</u></b>	<b><u>Sort Text</u></b>			
1WTG::Full Run	1Legal Notices - CLS	7/6/2020	1	\$76.50
COMMUNITY OUTREACH MEETING	COMMUNITY OUTREACH MEETING			

# TELEGRAM & GAZETTE

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### Order Confirmation

<b><u>Ad Order Number</u></b>	<b><u>Customer</u></b>	<b><u>Payor Customer</u></b>	<b><u>PO Number</u></b>
0000445201	JOHNSON,JOSEPH	JOHNSON,JOSEPH	
<b><u>Sales Rep.</u></b>	<b><u>Customer Account</u></b>	<b><u>Payor Account</u></b>	<b><u>Ordered By</u></b>
jgermaine	1000017767	1000017767	Joseph
<b><u>Order Taker</u></b>	<b><u>Customer Address</u></b>	<b><u>Payor Address</u></b>	<b><u>Customer Fax</u></b>
jgermaine	46 FLORENCE STREET WORCESTER MA 01610 USA	46 FLORENCE STREET WORCESTER MA 01610 USA	
<b><u>Order Source</u></b>	<b><u>Customer Phone</u></b>	<b><u>Payor Phone</u></b>	<b><u>Customer EMail</u></b>
Rep	508-735-2497	508-735-2497	cgp508ma@gmail.com
			<b><u>Special Pricing</u></b>
			None

<u>Invoice Text</u>	<u>Ad Order Notes</u>		<u>Materials</u>	<u>Promo Type</u>	<u>Blind Box</u>	
<u>Tear Sheets</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
0	\$76.50	\$0.00	\$76.50	Credit Card - Visa:6702	\$76.50	\$0.00

<b><u>Ad Number</u></b>	<b><u>Ad Type</u></b>	<b><u>Ad Size</u></b>	<b><u>Color</u></b>	<b><u>Production Method</u></b>	<b><u>Production Notes</u></b>
0000445201-01	1Legal	: 1.0 X 1.5000"	<NONE>	AdBooker	
<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b>	<b><u>Pick Up</u></b>	<b><u>Affidavits</u></b>	<b><u>Proofs</u></b>
		No		0	0

#### **WYSIWYG Content**

Notice is hereby given that a Community Outreach Meeting for a proposed Delivery-Only Marijuana Establishment is scheduled for 7/20/20 from 7-8pm in the parking lot of 40 Jackson St, Worcester, MA 01608. The proposed Delivery-Only Retail Marijuana Establishment will be located at the 40 Jackson St. location, as a complementary license to the Retail Marijuana Establishment already permitted for this location. There will be an opportunity for the public to ask questions. We will provide personal protective equipment (gloves, masks, and chairs distanced at least 6 feet apart), to ensure safety for all attendees. We will have a sign in sheet, and will provide brand new pens for each guest. We look forward to seeing you.

Joseph Johnson/CEO  
Community Growers Partnership LLC  
July 06, 2020

<b><u>Product Information</u></b>	<b><u>Placement/Classification</u></b>	<b><u>Run Dates</u></b>	<b><u># Inserts</u></b>	<b><u>Cost</u></b>
<b><u>Run Schedule Invoice Text</u></b>	<b><u>Sort Text</u></b>			
1Legals P2W::Full Run	1Legal Notices - CLS	7/6/2020, 7/7/2020, 7/8/2020, 7/9/2020, 7/10/2020, 7/11/2020, 7/12/2020, 7/13/2020, 7/14/2020, 7/15/2020, 7/16/2020, 7/17/2020, 7/18/2020, 7/19/2020, 7/20/2020, 7/21/2020, 7/22/2020, 7/23/2020, 7/24/2020, 7/25/2020, 7/26/2020, 7/27/2020, 7/28/2020, 7/29/2020	30	\$0.00
COMMUNITY OUTREACH MEETING	COMMUNITY OUTREACH MEETING			

## NOTICE OF COMMUNITY OUTREACH MEETING Community Growers Partnership, LLC

In accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq., notice is hereby given that Community Growers Partnership, LLC will host a Community Outreach Meeting on August 7, 2018 at the Main South CDC, 875 Main Street, Worcester, MA 01610 between the hours of 6:30 PM TO 8:00 PM to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 40 Jackson Street, Worcester, MA 01608. The public is hereby invited to attend where they will be given an opportunity to learn more about the proposed operation, ask questions, discuss, express any concerns, and provide commentary on topics such as operational procedures and protocols to ensure a secure facility and surrounding area, plans to prevent diversion to minors, and plans to positively impact the community. In compliance with regulations as set forth by the Commonwealth, this notice is being published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate city entities including the City Clerk's Office, the City Manager's Office, the Mayor's Office, the Planning Board, and each member of the City Council. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner.

Worcester City Clerk  
2018 JUL 21 PM 3:16



## Worcester Zoning Plan

The Corner Emporium management team will be responsible for keeping up with all zoning matters and compliance thereof. The Corner Emporium representatives began meeting with the City of Worcester Police Department, City Manager's Office, and other City agencies prior to application, and has kept up an extremely close relationship with the City.

Essex Apothecary has obtained all necessary municipal special permits and Host Community Agreements required to obtain a license in the Adult Use of Marijuana program for the 40 Jackson Street Site. There are up to 15 total adult use licenses available in Worcester, and this was among the first five licenses issued.

The City issued a Special Permit for the use, which will be in effect for the duration for The Corner Emporium's occupancy of the site. Such uses are allowed by Special Permit in the "MG-2.0" zone, which is the zone where 40 Jackson Street is located. There is no intent to move the facility or operate out of any other location.

The location is in compliance with all relevant zoning requirements and a Special Permit has been issued. The governing bylaw is Worcester Zoning Bylaw Article IV, Section 15: Adult Use Marijuana.

Per the Bylaw, a Special Permit grant under the aforesaid section shall lapse if not exercised within one year of issuance. TCE's progressing on the path to licensure with the CCC should be considered sufficient exercise of the Permit rights. Renewals of the Permit are in the discretion of the Building Commissioner so long as the failure to complete work in the time period is for good cause, such as unforeseen delays in buildout or licensure.

Once the permit has been exercised and recorded, it is attached to the project for the duration of the use and need not be renewed.

**Statement of Compliance with City of Lynn Zoning Bylaw Section**  
**22: Recreational Cannabis**

*Prepared on Behalf of Essex Apothecary, Inc*  
*233 Western Avenue*

#### **Section 4: Place**

*a) No Cannabis establishment shall be located within 200 feet of any pre-existing public or private school providing education in kindergarten or any grades 1 through 12 licensed by the Department of Education, in operation at the time of application for a special permit or site plan approval as measured by a typical path of travel door to door. This exception shall not apply to cannabis retail stores who are permitted to operate as a medical cannabis treatment center within the medical cannabis treatment center overlay district.*

There are no such facilities under license by the Department of Education within 200 feet of any typical path of travel to the site at 233 Western Avenue, door to door. The closest such facility identified is ~1500 feet on a typical path of travel from door to door, and there is no line of site or direct travel route between the site and the educational facility.

*b) No cannabis shall be located within 500 feet of another licensed Cannabis establishment.*

No such facility has been licensed within 500 feet of the site at 233 Western Avenue.

*c) No Cannabis establishment shall be located within a building containing residential units.*

Essex Apothecary will be the only occupant of 233 Western Avenue, which has no residential units.

*d) As defined in M.G.L. c.94G, the number of cannabis retail storefronts shall be limited to not more than 20% of the number of licenses issued within the City for the retail sale of alcoholic beverages not to be drunk on the premises where sold under M.G.L c.138 §15.*

Under this metric the City of Lynn may approve 9 such retail storefronts. At the time of application, 7 approvals have been issued, and Essex Apothecary is pursuing one of the remaining two available licenses in the City.

*e) All Cannabis cultivation, processing, testing, product manufacturing, retail, and other state-licensed Cannabis businesses shall operate within a fully enclosed building.*

All cannabis operations, including the delivery and loading of incoming product shipments, shall take place within a fully enclosed building. Per Cannabis Control Commission regulation, no cannabis products, transactions, advertisements, or other cannabis materials shall be visible from the exterior of the building.

*f) A Cannabis retail sales storefront is permitted by Special Permit within the B, B3, BSBZ, CBD, LI and HI zoning district as well as those permitted within the medical cannabis treatment overlay district.*

The intended site at 233 Western Avenue is zoned “B” according to Lynn MA GIS, and Essex Apothecary is seeking a Special Permit for the use.

g) *An independent Testing Laboratory is permitted by Special Permit within the B, B3, BSBZ, CBD, LI and HI zoning district.*

Acknowledged.

h) *A craft cooperative cultivator, cannabis product manufacturer, and micro-business shall be permitted by Special Permit in the LI and HI zoning district.*

Acknowledged.

### **Section 5: Time and Manner**

a) *Odor: No cannabis establishment shall allow the escape of noxious odors. They shall incorporate odor control technology and provisions, and ensure that emission do not violate MGL Chapter 111 Section 31C*

There shall be no cultivation, manufacturing, or packaging operations on site. There will only be retail business operations, and no on-site use or consumption will be allowed. All cannabis will be delivered to the store in Cannabis Control Commission approved, hermetically sealed and opaque packages. These packages will remain sealed at all times.

b) *Signage: All business signage shall be subject to the requirements of the Cannabis Control Commission, ordinances of the City of Lynn, and any conditions contained in the Special Permit.*

Acknowledged.

c) *Visual Impact: Cannabis plants, products, and paraphernalia shall not be visible from the outside of the building in which the cannabis establishment is located. No outside storage of any cannabis plants, products, or paraphernalia is permitted.*

All business operations will take place within the fully enclosed 233 Western Avenue site. No outdoor operations are proposed.

d) *Home Occupation: Cannabis establishments are not permitted as a Home Occupation*

Acknowledged.

e) *Security: Every application for a Special Permit for the operation of a Cannabis Establishment shall include a security plan describing all security measures. This should include site security, security for the transportation of cannabis and cannabis products. Safety plans should mitigate any potential harm to the employees and the public ensuring all customers are 21+/. These plans shall be kept private (between the city and establishment) and out of the public record for the security of the establishment.*

Acknowledged. Essex Apothecary is pleased to submit such a Plan on the condition it is kept private. Essex Apothecary looks forward to close and collaborative cooperation with the City of Lynn police department.

## **Section 6: Other**

a) *Community Host Agreement: Any Special Permit issued by the Lynn City Council shall be conditioned by the Lynn City Council shall be conditioned on the execution of a Community Host Agreement.*

Acknowledged. Essex Apothecary looks forward to contributing to the City of Lynn and being a good neighbor to the community through the Host Community Agreement.

b) *State Law: Cannabis establishment operations shall conform at all times to General Laws, Chapter 94G, and regulations issued hereunder.*

Acknowledged. Essex Apothecary will only operate under valid licensure in good standing.

c) *License Requirement: The applicant shall submit proof that the application to the Cannabis Control Commission has been deemed complete pursuant to 935 CMR 500.012. Copies of the complete application, to the extent legally allowed, shall be provided as an integral component of the application to the Lynn City Council. No person shall operate a Cannabis establishment without having a license in good standing from the Commission (CCC).*

It is impossible for any applicant to comply with this standard due to the CCC's licensure process. The CCC will not deem any application as complete without both zoning approvals, including Special Permits, and an executed Host Community Agreement included in the application to the CCC.

d) *Energy Use: All Cannabis cultivators shall submit an energy use plan to the Lynn City Council to demonstrate best practices for energy conservation. The plan shall include an electrical system overview, proposed energy demand, ventilation system and air quality, proposed water system and utility demand.*

No cultivation license has been applied for. The applicant has voluntarily chosen to maximize energy efficiency in their retail space, including high-efficiency HVAC, LED lighting, and use of natural, low-footprint materials.

e) *Line Queue Plan: The Applicant shall submit a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic along the public right of ways will not be disrupted.*

Please see the attached Exhibit A.

f) *Traffic Impact Statement: Any cannabis establishment open to the general public (such as retail dispensary, or, social consumption and delivery only operations) may be required to submit a detailed Traffic Impact Statement.*

Acknowledged. The applicant would be pleased to provide a Traffic Impact Statement if so required.

*g) Parking: Parking shall be governed pursuant to Section 9 of this Ordinance for retail establishments*

Acknowledged. The applicant has the most parking of any proposed or approved Cannabis retail establishment in Lynn (22 spaces), and is in compliance with the requirements of Section 9.

*i) Waivers: The Lynn City Council may waive applicability of one or more of the requirements imposed by 935 CMR 500.00 the applicant shall be required to submit in writing and identify whether the waiver is from a provision in state law or local law. Any waivers from the state law should only be granted if said waiver was also approved by the Cannabis Control Commission under their waiver provisions available in 935 CMR 500.700. The following criteria can be used to request a waiver:*

*A. Compliance would cause undue hardship to the requestor;*

*B. If applicable, the requestor's non-compliance does not jeopardize the health or safety of any patient or the public;*

*C. If applicable, the requestor has instituted compensating features that are acceptable to the Lynn City Council; and*

*D. The requestor provides to the Lynn City Council written documentation, in a form and manner determined by the Lynn City Council, supporting its request for a waiver.*

Acknowledged. The applicant shall follow the proscribed waiver procedure if such a waiver is sought.

*j) Hemp: Nothing in this bylaw shall be construed to regulate the cultivation of industrial hemp, as same is regulated by the Massachusetts Department of Agricultural Resources pursuant to General Laws, Chapter 128, Sections 116-123. Use of land or buildings for hemp processing and/or product manufacture shall be subject to such zoning controls as apply to other (non-cannabis) processing and product manufacture operations.*

Acknowledged. No such hemp operation is proposed.

## Exhibit A: Line Queue Plan

**Indoor customer flow:** Once customers enter the shop, they will immediately find themselves in a security checkpoint to review ID and sign in. This is also where the customer will be given a menu and a list of local and state ordinances and rules concerning marijuana use and possession, safe storage and disposal, and other relevant topics. Once their ID is verified, the customer will be directed into the staging area, a large open space allowing for indoor queuing of numerous customers. All customer queuing is intended and expected to take place indoors.

This space will contain educational information, product information, and most importantly, be a gallery space to feature works from local Lynn artists. Once in the staging area, a dispensary agent will ask the client for the purpose of their visit: new customer, returning customer, or express pickup.

New customers will be offered the opportunity to have a discreet, private consultation regarding their cannabis use history and preferences, their desired outcomes from cannabis use, and the available options in the shop. This consultation will take place within a room off the shop floor, and afterwards the customer can re-enter the shop floor and make their selections as would a returning customer.

Returning customers will be directed to enter the shop floor. Once entered, the customer will be greeted by a dispensary agent, who will direct them to a designated point of sale station and begin the transaction process. ID will be verified again prior to completing the transaction. After the transaction is complete, the product containers will be placed into a sealed exit bag, and the client will be directed to the exit. Signage by the exit will remind the customer that loitering and/or onsite opening or use of products is strictly prohibited.

Express pickup customers will be able to use an online product menu to identify and educate themselves on the available selections. Using a secure app, the customer will then be able to make selections and reserve product for in-store pickup. Once the customer arrives at the store and identifies themselves, both with ID and as an express customer, they will be brought directly to the retail floor and given a pre-filled exit bag of their product. The transaction will then commence as usual, including additional ID checks.

**Outdoor customer flow:** Customers will enter the parking area via motor vehicle, bicycle/self-propelled vehicles, or as pedestrians. There are also robust rideshare and public transit options.

**Pedestrian:** Customers entering as pedestrians will use discreet, code-compliant wayfinding signage to enter the retail entrance. Access may be gained from Western Avenue. The currently existing front lot will be resurfaced, with new curbs and plantings added to break up the space and increase walkability. Outdoor queuing is not anticipated, due to the large indoor customer assembly and waiting area. In the event outdoor queuing is required, Essex Apothecary security agents will monitor the lot to direct visitors and ensure safe, quiet passage. This queue may be managed along the entrance sidewalk, off the main street and separated from the public way. If necessary, but not expected or intended, there is the ability to create a staging area in the rear, and allow customers to move from that area to the front walk and enter a “on deck” line there.

**Bicycle/SPV:** Customers entering on human-powered transit such as bicycles, longboards, or similar will be directed to use the 4-stall bike rack that will be installed within the lot. Once their SPV is secured to the rack, the customer will be directed to enter the store via the usual line. Essex Apothecary marketing and branding will strongly encourage this mode of transit.

**Public Transit:** The site is served by the 424, 434, 435, 436, and 450 MBTA bus routes with stops under a block from the main entrance. Essex Apothecary will identify and promote the use of these routes in their website and marketing materials. There are no stops directly in front or adjacent to the site, preventing co-mingling of customers and bus patrons, or customers occupying waiting areas for the bus.

**Rideshares:** Essex Apothecary will work with rideshare operators such as Uber and Lyft to identify and demarcate “hotspots,” a geofenced area that will prevent app users from ordering a ride or drop-off to any location but the approved site. This will prevent rideshare drivers from stopping unexpectedly in traffic or blocking a public way to take on or discharge customers. This system has been used very successfully by numerous other marijuana retail shops, particularly Garden Remedies in Newton, which is located on a busy main route with limited on-street parking.

**Private Vehicle:** Customers will be encouraged to use any and all of the above methods in favor of private vehicle use. If customers choose to do so, they will be strongly encouraged to carpool with other customers, if possible. Customers will be able to park in the front and rear of the space. A new fence will be installed to prevent use or access through the O’Connell’s Convenience Plus lot. The front of the space will have designated handicapped spaces, and other spaces may be used for rideshares, those with mobility issues, and for carpoolers. There will also be a designated space in front for express pickup customers to encourage use of this system. The rear of the lot has numerous spaces for employee and additional customer parking.

The shop does not anticipate average sales volumes in excess of the amount of parking and standard customer dwell times. If a larger than average volume is expected or realized, the shop has begun negotiations with local businesses, particularly the Knights of Pythias, to use their excess parking. These satellite lots are located within 2 blocks of the site. If this is used, Essex Apothecary dispensary agents will patrol the satellite lots to ensure safe and compliant behavior.



Notice is hereby given that a Community Outreach Meeting for a proposed Delivery-Only Marijuana Establishment is scheduled for \_\_7/20/20\_\_ from 7-8pm in the parking lot of 40 Jackson St, Worcester, MA 01608 . The proposed Delivery-Only Retail Marijuana Establishment will be located at the 40 Jackson St. location, as a complementary license to the Retail Marijuana Establishment already permitted for this location. There will be an opportunity for the public to ask questions. We will provide personal protective equipment (gloves, masks, and chairs distanced at least 6 feet apart), to ensure safety for all attendees. We will have a sign in sheet, and will provide brand new pens for each guest. We look forward to seeing you.

Best Regards

Joseph Johnson|CEO

Community Growers Partnership LLC.



James McMahon &lt;james@mcmahonstrategic.com&gt;

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**The Corner Emporium, LLC**

1 message

**Edry Jimenez** <dididr55@gmail.com>

Tue, Feb 28, 2023 at 4:19 PM

To: Nguyenh@worcesterma.gov

Cc: cgp508ma &lt;cgp508ma@gmail.com&gt;, edry@thecorneremporium.com, joe@thecorneremporium.com

Bcc: james@mcmahonstrategic.com

"Good Morning,

It is time to renew the Corner Emporium retail license with the CCC. As a part of that renewal, I am required to make the following request: please send me the records of any costs imposed on the city that are reasonably related to the operation of the Marijuana Establishment.

I am also required to state that in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you and we look forward to another year of operations in the city"

Best Regards

Edry Jimenez

The Corner Emporium LLC

[40 Jackson St Worcester Ma 01608](#)

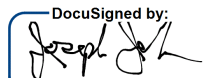
3/13/23

Affidavit of no reply

On 2/28/23, we contacted the City of Worcester regarding costs or impacts of our facility.

As of the date of this affidavit, no follow-up information or reply has been received.

Respectfully,

DocuSigned by:  
  
EAF56204BEBB445...

Joe Johnson

CEO

Community Growers Partnership LLC.

## **The Corner Emporium**

### **Plan to Positively Impact Areas of Disproportionate Impact v2.1**

The Corner Emporium (TCE) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment preference, and the use of suppliers, contractors and other partners. We also have a focus on community impact in areas disproportionately affected by the failed war on drugs.

TCE 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 TCE will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Our Retail facility is located in the City of Worcester. This community is designated as one of the "Areas of Disproportionate Impact". It is our plan to engage as employees, suppliers, contractors and other partners from Worcester and other Areas of Disproportionate Impact along with individuals and companies identified below in our Program Populations.

#### **Plan for Positive Impact Populations ("Program Populations") and target staffing figures:**

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Worcester. (10%);
2. Commission-designated Economic Empowerment Priority applicants (10%);
3. Commission-designated Social Equity Program participants (10%);
4. Massachusetts residents who have past drug convictions (5%); and
5. Massachusetts residents with parents or spouses who have drug convictions (5%)

#### **EMPLOYMENT PROGRAM**

**Goals-** Our goal for the Employment Program is to provide access to the legal marijuana industry to those populations that have been negatively affected by marijuana prohibition through employment with our company. We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined above.

**Program-** Our employment program will target our Program Populations with employment offers and will give hiring preference to these individuals.

1. TCE will give hiring preference to individuals who meet the Program Populations that are outlined above.

2. TCE will engage with Grafton Job Core and the Worcester Community Action Council TCE will post all job posing through these organizations and will engage in job fairs and other services that are offered.

a. Within 60 days of our receipt of Provisional License we will hold our first job fair.

b. As our facilities expand we will hold subsequent job fairs as needed.

3. All job postings will also be posted in the through the Worcester Telegram and Gazettre. This newspaper serves Worcester, which is designated as Areas of Disproportionate Impact.

a. All job postings will promote our priority hiring policy for individuals who meet the Program Populations outlined above.

**Measurements-** We will measure the success of the Employment Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;

2. The number and percentage of job applicants that meet the Program Population criteria;

3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and

4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

#### **SUPPLIER, CONTRACTOR and PARTNER PROGRAM**

**Goals-** Our goals is to enhance access to the marijuana industry for the suppliers, contractors and Marijuana Establishments that have been negatively affected by marijuana prohibition. Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

**Program-** This program is aimed at providing a positive impact to individuals or companies whose owners or employees meet the Program Populations outlined above, by engaging with these companies as suppliers, contractors and industry partners.

1. TCE will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.

2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.

3. We will give priority to Commission-designated Economic Empowerment Priority applicants when sourcing wholesale products.

**Measurement-** We will measure the success of the Supplier, Contractor and Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have contracted with as our wholesale partners; and
5. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have engaged with that did not result in a wholesale agreement and the reasons why.

#### **DISPROPORTIONATELY IMPACTED COMMUNITY BENEFIT PROGRAM**

**Goals** – Communities that have been disproportionately affected by the failed war on drugs struggle with numerous socio-economic burdens as a direct effect of the impact on families and businesses from increased arrest and incarceration rates, particularly for non-violent drug offences. The impact that these familial disruptions from parent and relatives being arrested and incarcerated at a wholly disproportionate level has had on children is especially tangible.

The Corner Emporium seeks to support children who reside in an area that has been disproportionately affected by the war on drugs, with many directly impacted by these failed policies. These impacts include, in general, lower standardized test scores, lower graduation rates, and increased community violence rates as compared to less-impacted areas. The Corner Emporium also recognizes that members of the Worcester community are already working in these areas, having success and creating positive relationships, and need support.

**Programs** – The Corner Emporium will support and closely work with 508 Forever Young, a non-profit agency in Worcester, which is a community of disproportionate impact.

508 Forever Young helps Worcester's school age children have the necessary items to go to school and be successful. There is an annual backpack and school supply drive as well as a toy drive that TCE as a company will donate items to, both from in-store donation receptacles for client donations as well as direct purchases for donation.

508 Forever Young has a Stop the Violence event series, and TCE will provide direct donations to 508 Forever Young in order to increase their funding for basketball tournaments and after school events to

provide a drug and violence free alternative to youth in order to hopefully stem the increase in violence that the city has recently experienced.

**Measurement-** We will measure the success of the Disproportionately Impacted Community Benefit Program on an ongoing basis as we begin to coordinate with 508 Forever Young to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The approximate value or inventory of items collected for donation and a record of their receipt;
2. The number of Stop the Violence events held, and if that number increased or if services offered increased from prior to TCE's involvement;
3. The total level of donations to 508 Forever Young of all kinds;
4. feedback from staff and stakeholders at 508 Forever Young as to other community needs, and if the current programs are feasible to meet those needs,, and
5. Any other relevant information regarding the relationship.

## **BYLAWS OF COMMUNITY GROWERS PARTNERSHIP, LLC.**

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## ARTICLE I SHAREHOLDERS

*Section 1. Annual Meeting.* The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

*Section 2. Special Meetings.* Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

*Section 3. Place of Meetings.* All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

*Section 4. Requirement of Notice.* A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

*Section 5. Waiver of Notice.* A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

### *Section 6. Quorum.*

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

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

*Section 7. Voting and Proxies.* Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the

existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

*Section 8. Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

*Section 9. Action Without Meeting by Written Consent.*

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting. (b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

*Section 10. Record Date.* The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

*Section 11. Meetings by Remote Communications.* Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

*Section 12. Form of Shareholder Action.*

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

*Section 13. Shareholders List for Meeting.*

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder. (b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to

gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

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

## **ARTICLE II DIRECTORS**

*Section 1. Powers.* All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

*Section 2. Number and Election.* The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

*Section 3. Vacancies.* If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

*Section 4. Change in Size of the Board of Directors.* The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

*Section 5. Tenure.* The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

*Section 6. Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

*Section 7. Removal.* The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

*Section 8. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

*Section 9. Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

*Section 10. Notice.* Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

*Section 11. Waiver of Notice.* A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

*Section 12. Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

*Section 13. Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

*Section 14. Action Without Meeting.* Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the

action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

*Section 15. Telephone Conference Meetings.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

*Section 16. Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

*Section 17. Compensation.* The Board of Directors may fix the compensation of Directors.

*Section 18. Standard of Conduct for Directors.*

- (a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.
- (b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.
- (c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

*Section 19. Conflict of Interest.*

- (a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:
  - (1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;
  - (2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or
  - (3) the transaction was fair to the Corporation.
- (b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.
- (c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.
- (d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

*Section 20. Loans to Directors.* The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single

voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

### ARTICLE III MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

- (a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.
- (b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.
- (c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.
- (d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.
- (e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.
- (f) Oral notice is effective when communicated if communicated in a comprehensible manner.

### ARTICLE IV OFFICERS

*Section 1. Enumeration.* The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

*Section 2. Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

*Section 3. Qualification.* The same individual may simultaneously hold more than one office in the Corporation.

*Section 4. Tenure.* Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

*Section 5. Resignation.* An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

*Section 6. Removal.* The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

*Section 7. President.* The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 8. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 9. Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 10. Standards of Conduct for Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests

of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

## ARTICLE V PROVISIONS RELATING TO SHARES

*Section 1. Issuance and Consideration.* The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

*Section 2. Share Certificates.* If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

*Section 3. Uncertificated Shares.* The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

*Section 4. Record and Beneficial Owners.* The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

*Section 5. Lost or Destroyed Certificates.* The Board of Directors of the Corporation may, subject to [Massachusetts General Laws, Chapter 106, Section 8-405](#), determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

## ARTICLE VI CORPORATE RECORDS

*Section 1. Records to be Kept.*

- (a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:
  - (i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
  - (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
  - (iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
  - (iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
  - (v) all written communications to shareholders generally within the past three years, including the financial statements furnished under [Section 16.20](#) of the MBCA for the past three years;
  - (vi) a list of the names and business addresses of its current Directors and officers; and
  - (vii) its most recent annual report delivered to the Massachusetts Secretary of State.



### *Section 2. Inspection of Records by Shareholders.*

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

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

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

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

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

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

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

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

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

### *Section 3. Scope of Inspection Right.*

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

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

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

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

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

*Section 4. Inspection of Records by Directors.* A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## **ARTICLE VII INDEMNIFICATION**

*Section 1. Definitions.* In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

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

"Disinterested Director", a Director who, at the time of a vote or selection referred to in [Section 4](#) of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

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

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

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

### *Section 2. Indemnification of Directors and Officers.*

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by [Section 2.02\(b\)\(4\)](#) of the MBCA or any successor provision to such Section.

- (b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.
- (c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.
- (d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

*Section 3. Advance for Expenses.* The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

- (a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by [Section 2.02\(b\)\(4\)](#) of the MBCA or any successor provision to such Section; and
- (b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to [Section 4](#) of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

*Section 4. Determination of Indemnification.* The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

- (a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;
- (b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or
- (c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

*Section 5. Notification and Defense of Claim; Settlements.*

- (a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.
- (b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under [Section 4](#) of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

*Section 6. Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

*Section 7. Application of this Article.*

- (a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.
- (b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.
- (c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.



- (d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.
- (e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

#### **ARTICLE VIII FISCAL YEAR**

The fiscal year of the Corporation shall be the year ending with [December 31] in each year.

#### **ARTICLE IX AMENDMENTS**

- (a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.
- (b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.
- (c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.
- (d) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.
- (e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).
- (f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.



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

mass.gov/dor

Letter ID: L1223308864  
Notice Date: September 3, 2020  
Case ID: 0-000-954-180



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOSEPH JOHNSON, MANAGER  
THE CORNER EMPORIUM LLC  
40 JACKSON ST  
WORCESTER MA 01608-2210

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

D

The Commonwealth of Massachusetts  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company  
Certificate of Organization  
(General Laws Chapter 156C, Section 12)

Federal Identification No.: Intentionally Omitted

(1) The exact name of the limited liability company:

THE CORNER EMPORIUM LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

40 JACKSON STREET, WORCESTER, MA 01608

(3) The general character of the business:

Engage in the retail sale of cannabis products for recreational and/or medicinal purposes within Massachusetts as well as engage in any other lawful activity for which limited liability companies may be formed under the Act as long as such activity is not inconsistent with Massachusetts law regarding the cultivation, manufacture, and sale of cannabis and cannabis-based products.

(4) Latest date of dissolution, if specified: \_\_\_\_\_

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
JOSEPH JOHNSON	40 JACKSON STREET WORCESTER MA 01608

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
JOSEPH JOHNSON	40 JACKSON STREET WORCESTER MA 01608
EDRY JIMENEZ	40 JACKSON STREET WORCESTER MA 01608

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

None

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

JOSEPH JOHNSON

40 JACKSON STREET WORCESTER MA 01608

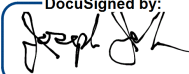
EDRY JIMENEZ

40 JACKSON STREET WORCESTER MA 01608

- (9) Additional matters:

None

Signed by *(by at least one authorized signatory)*:

DocuSigned by:  
  
EAF56204BEBB445...

Consent of resident agent:

I **JOSEPH JOHNSON**

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

*\*or attach resident agent's consent hereto.*

# COMMONWEALTH OF MASSACHUSETTS

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

## **Limited Liability Company Certificate** **(General Laws Chapter 156C, Section 12)**

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said application is deemed to have been filed with me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
*time*

Effective date: \_\_\_\_\_

**WILLIAM FRANCIS GALVIN**  
*Secretary of the Commonwealth*

Filing fee: \$500

**TO BE FILLED IN BY LIMITED LIABILITY COMPANY**  
Contact Information:

**Bowditch & Dewey, LLP/Attn: Brian O. Allen, Paralegal**

**311 Main Street, P.O. Box 15156**

**Worcester, MA 01615**

Telephone: **(508) 926-3335 x3335**

Email: **ballen@bowditch.com**

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



William Francis Galvin  
Secretary of the  
Commonwealth

# *The Commonwealth of Massachusetts*

*Secretary of the Commonwealth*

*State House, Boston, Massachusetts 02133*

**August 31, 2020**

TO WHOM IT MAY CONCERN:

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

**THE CORNER EMPORIUM LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 28, 2020.**

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: **EDRY JIMENEZ, JOSEPH JOHNSON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **EDRY JIMENEZ, JOSEPH JOHNSON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **EDRY JIMENEZ, JOSEPH JOHNSON**



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

### Attestation of No Employees

I Joe Johnson, as a Member of The Corner Emporium, hereby attest that as of the date of this application, The Corner Emporium has no employees. Only bona-fide Independent Contractors have been engaged as advisors in the licensure process. Therefore, I have been ineligible to file or create an account with the Department of Unemployment Assistance.

As soon as the first The Corner Emporium Eligible Employee is hired, The Corner Emporium will register with the Department of Unemployment Assistance and provide the Commission with a Certificate of Good Standing.

Sworn this 10th day of September, 2020

By:   
EAF56204BEBB445...

Name (printed): Joe Johnson

As (title): CEO

The Corner Emporium

# Kinsale Insurance Company

A.M. Best Company Rating: A- (Excellent)  
Financial Size Category: VIII

DeCotis Specialty Insurance - Katie Boggs

## QUOTE

**RE:** Community Growers Partnership LLC  
40 Jackson St  
Worcester, MA 01608

Submission #:01288970  
Quote Letter #:04023063  
Quote Date:08/20/2018

We are pleased to offer the following quote. This quote is valid until 09/01/2018 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

**Company:** Kinsale Insurance Company

**Policy Term:** 09/01/2018 - 09/01/2019

**Coverage Form:** Commercial General Liability - Claims Made

**Retro Date:** 09/01/2018

**Description Of Operations:** Marijuana Dispensary

### Limits:

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

### Deductible:

Per Claim	\$5,000
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### Coverage Enhancements:

Primary / Non-Contributory Endorsement

Rate	3.18
Premium	4% SL tax applies --- \$5,000
Company Fees	\$150
Total Due at Inception	\$5,150
Min. Earned Premium At Binding	25.00%
Commission	10%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Minimum Premium applies.

Taxes, fees and surcharges are the responsibility of the broker.

Policy Subject to Annual Audit.



**Basis of Premium**

Class Description	Exposure Base	Exposure Units
Marijuana Dispensary	per \$1,000 Gross Sales	1,460,000

**Contingencies:**

This Quote is subject to our receipt and acceptance of the following items:

Subject to favorable inspection and compliance with recommendations.

Subject to receipt of Kinsale's NKLL upon binding. Any additional adverse loss activity not currently reported to us may affect our pricing and/or acceptability of this risk.

Prior to binding, please provide a full products list and/or website.

Prior to binding, please confirm insured has an active centrally-monitored alarm system.

SL Tax Filing Form upon binding.

Prior to binding, please provide a sampling of warning labels that appear on products.

**Comments:****Exclusions and Endorsements:**

CAS1001-0618 - Commercial General Liability Declarations - Claims Made

ADF9013-0815 - Notice - Where To Report A Claim

ADF4001-0110 - Schedule of Forms

CG0002-1001 - Commercial General Liability Coverage Form

CAN2002-0218 - Warranty Endorsement - Licensing Compliance

CAS2004-0110 - Deductible Endorsement

CAS2007-0817 - Common Conditions - Casualty

CAS2008-0110 - Amended Duties in the Event of a Claim or Suit - (Commercial General Liability - Claims Made)

CAS2009-1111 - General Liability Changes-Claims Made to Claims Made and Reported

CAS2013-0215 - Extended Reporting Period

ADF4002-0817 - Basis of Premium

ADF4005-0212 - Composite Rate Endorsement

CAS4004-1016 - Amendment - Supplementary Payments Inside Limits of Insurance

CAS4018-0411 - Minimum Policy Premium

CAS4029-1212 - Amendment - Premium Audit Conditions

ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability

ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials

ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism

ADF3013-0611 - Exclusion - Collection of Personal Identification Information

CAN3001-0218 - Additional Policy Exclusions - Cannabis

CAN3002-0218 - Exclusion - Cannabis Health Hazard

CAN3003-0218 - Exclusion - Ingredients or Additives - Cannabis

CAN3004-0218 - Exclusion - Impairment

CAS3002-1016 - Exclusion - Assault and Battery

CAS3009-0110 - Exclusion-Medical Payments

CAS3011-0110 - Exclusion- New Entities (Commercial General Liability)

CAS3097-0110 - Exclusion - Intellectual Property

CAS3098-0110 - Exclusion- Named Insured vs. Named Insured

CAS3108-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - General Liability

CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information  
CG2167-1204 - Fungi or Bacteria Exclusion  
CAN5001-0218 - Additional Insured - State or Political Subdivision  
CAS5003-0717 - Additional Insured - Primary and Non-Contributory Endorsement  
CAS5007-0110 - Additional Insured - Managers or Lessors of Premises(Blanket as Required by Written Contract)  
ADF9010-0115 - Notice of Terrorism Insurance Coverage  
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
IL0985-0115 - Disclosure Pursuant to Terrorism Risk Insurance Act  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.

Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.

**Kinsale Insurance Company**  
**P. O. Box 17008**  
**Richmond, VA 23226**  
**(804) 289-1300**  
**[www.kinsaleins.com](http://www.kinsaleins.com)**

Community Growers Partnership, LLC  
d|b|a

# The Corner

We *GROW*. We *BUILD*. We *SHARE*.

We *GROW* a premium product for selective customers.

We *BUILD* a brand with integrity and trust at its foundation.

We *SHARE* our success together... *and with those in need*.

**CONTAINS PROPRIETARY INFORMATION**

By opening this document, you agree to keep  
confidential all information contained herein.

## **Project Overview**

We plan to open and operate an adult-use (21+) licensed marijuana establishment in the city of Worcester, MA, specifically a retail storefront and craft manufacturing/packaging operation co-located within the city. Both will be supported by an indoor cultivation operation sited in one of the surrounding towns. All units will be jointly owned and operated by us. This will require that we apply for permits under the categories of retail, cultivation, and manufacturing as one corporate unit.

## **Location**

- Address: 40 Jackson Street, Worcester, MA 01608
- Located just one block from Main Street where the “Main South” neighborhood district begins.
- A five-year lease has been executed. The terms are as follows:
  - Lease commences upon issuance of permit to operate
  - \$2500/month full service gross (all inclusive)
  - During the first year of occupancy, up to \$1000/month can be deferred until the end of year, effectively making our lease payments \$1500/month for the first year with an interest free balloon payment of \$12,000 due at the end of month twelve.
  - Lease is contingent on permit being issued for that location.
- The site will feature a retail display area with multiple point-of-sale stations, an ADA-compliant entrance, a staff break area with a kitchen and two ADA-compliant restrooms, and an office with secure storage.

## **Current Project Status**

Worcester has released their final zoning overlay maps and the application process has begun for licensing up to 15 retail establishments distributed across the city. Those holding permits to operate registered medical marijuana dispensaries (RMDs) and those groups meeting certain membership criteria – *as we do* – will be given priority status in the selection process. (CGP was awarded *Economic Empowerment Priority Status* on May 8, 2018.) RMDs and Economic Empowerment priority groups will be considered first, alternating back and forth until no applications from either remain. Only then will the selection process be opened to the rest of the field. This gives our group a distinct advantage in the selection and permitting process.

Following procedure as outlined by the Cannabis Control Commission, we have already met with the City Manager's office and have received guidance on what the city would like from us and how we can work together to further our mutual goals. These discussions will continue for as long as we maintain a presence in the city.

On August 7, 2018, after placing a public notice in the Worcester Telegram & Gazette (appeared July 31 through August 2) and mailing the same notice to all residents and businesses within 300 feet of our proposed address a week in advance, we hosted our mandatory community outreach meeting at Worcester's Main South CDC. At no point during the entire 90 minutes of discussion, questions and answers did we observe any sign of opposition from anyone in attendance. Vocal support was strong among several audience members, including from the owner of the building where we intend to lease our space.

On or before August 24, 2018, we will be filing our response to the city's Request for Interest (RFI), a process being managed by the city manager's office. At that time, we will be required to file with the city all elements of our application to the CCC with the sole exception of the host community agreement. With that in hand, the city will begin its selection process.

## **The Executive Leadership Team**

We are a team of Worcester residents, all career professionals with backgrounds in social work with front-line organizations.

### **James Isaac (Ike) McBride**

Ike is a graduate of the University of Michigan's Ross School of Business. With a tenure spanning over twenty years, six of them as Director of Operations and four as Director of Community Engagement, Ike recently retired from The Boys & Girls Club in Worcester to pursue this project.

His accolades and achievements include the following:

- |   |              |
|---|--------------|
| - Presented with Key to The City of Worcester                   | Jan. 2018    |
| - The Dr. George M. Storms Youth Service Award                  | Jan. 2018    |
| - The College of Holy Cross Worcester Hero Award                | Sept. 2017   |
| - Main South Community Development Youth Mentorship Award       | May 2016     |
| - Human Rights Committee, City of Worcester                     | 2015-2017    |
| - Men of Color Think Tank                                       | 2013-2016    |
| - Sports Scholar Committee, Worcester Public Schools            | 2012-2014    |
| - Worcester Business Journal's 40 Under Forty, Honoree          | 2010         |
| - Inductee Boys & Girls Club of Worcester's Alumni Hall of Fame | 2010         |
| - Presenter Gang Prevention Summit (hosted by OJP)              | 2010         |
| - United Way of Central Mass Campaign Speaker                   | 2006-Present |

Ike has been a visible fixture in Worcester for many years, having helped mentor and act as a positive role model for an entire generation of our city's residents – ranging from today's youngest to the many thousands now in their 20s and 30s who grew up as members of the Boys & Girls Club. As a direct consequence of his work, the very culture of the city itself has been positively impacted.

Ike and his wife Beth have been together for nineteen years and they live on Fairmont Avenue with their three children.

### **Joseph (Joe) Johnson**

Joe was inspired from a young age to a mission of helping others, especially those who happen to be facing physical and/or mental challenges. Over two decades of service later, he is a Team Leader at Alternatives Unlimited, an agency committed to offering quality residential, employment, and day services to individuals with developmental and psychiatric disabilities. Joe currently manages fifty cases or more at any given time, with six direct reports.

A Worcester resident for the last 38 years, Joe is married and lives on Florence Street with his wife and son along with their dog Dakota.

### **Edry Jimenez**

Born in the Dominican Republic, Edry came to the US with her parents after her father won a scholarship in 1995. She lived with her family in Brooklyn for a few years and then moved to Massachusetts, graduating high school and going to college here. While attending classes at Quinsigamond Community College (while also married and raising her young family!) Edry began her career in the human services field by working at a residential program providing care and assistance to individuals with cognitive and physical disabilities. She has since remained in the human services field for the past twelve years, currently working for the Massachusetts Rehabilitation Commission as a transition program coordinator.

Edry has been married for nine years. She and her husband have two children and a cat named Max. They live on Main Street.

### **Michael Rodriguez**

Michael was born in New York City, but moved to Worcester as a child, attending the Boys & Girls Club throughout his youth. Simply put, Michael is a grower of premier cannabis and, as evidenced by their having won several prestigious national awards for their product, he and his team are among the country's elite. He is now mentoring with acclaimed growers and geneticists from across the country in anticipation of beginning this project. Michael lives on Cambridge Street.

## The Worcester Market

Research conducted by the state has shown that 14.4% of adults (21+) in Massachusetts (ranked #5 in the nation) consume marijuana in one form or another on a regular basis.

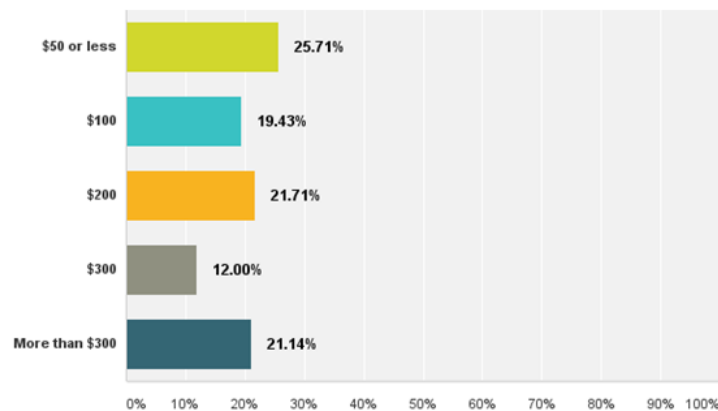
As of 2016, Worcester had a population of 180,000 people, at least 65% of which were 21 or older.

Rounding down, we count 10% (instead of 14.4%) of the 100,000 adults (instead of 117,000) deriving an estimate of no less than 10,000 cannabis-using adults (21+) who live in the city. For purposes of these projections, this constitutes the total market.<sup>1</sup>

## Market Demographic Behavior

The following data is drawn from the results of a comprehensive study published by the Cannabis Consumers Coalition in May 2017<sup>2</sup> reflecting consumer behavior in states where cannabis has been legalized for recreational purposes.

### Amount Spent Monthly on Cannabis



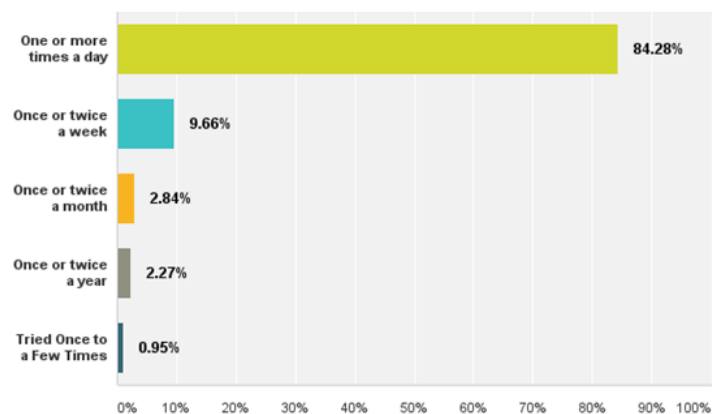
Copyright 2017, Cannabis Consumers Coalition

<sup>1</sup> Please note that those who simply work in the city, are visiting for a specific event, or live and work in surrounding towns have not been included in any of our projections.

<sup>2</sup> The report can be viewed in its entirety at:

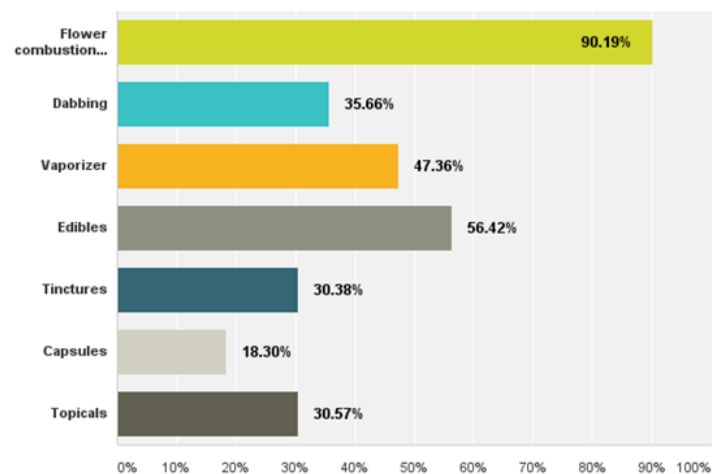
[https://www.cannabisconsumer.org/uploads/9/7/9/6/97962014/cannabis\\_consumer\\_demographics\\_and\\_behavior.pdf](https://www.cannabisconsumer.org/uploads/9/7/9/6/97962014/cannabis_consumer_demographics_and_behavior.pdf)

## Frequency of Cannabis Consumption



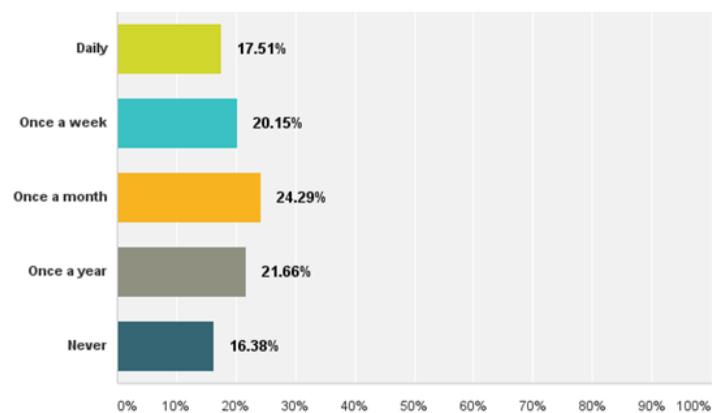
Copyright 2017, Cannabis Consumers Coalition

## Cannabis Consumption Methods



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## Frequency of Edibles Consumption

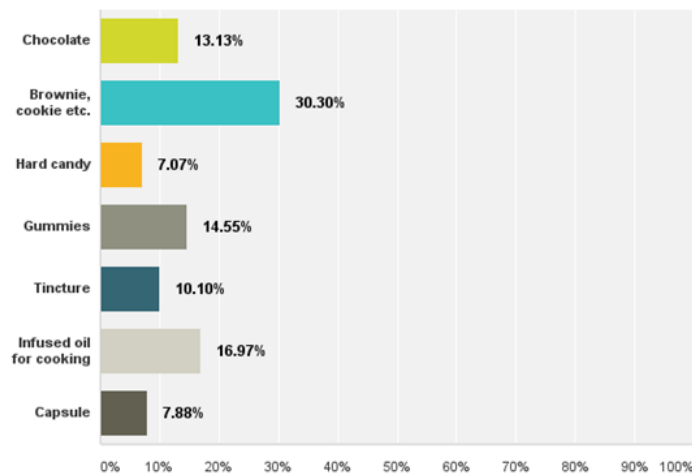


Copyright 2017, Cannabis Consumers Coalition



## Preferred Method of Ingesting Edibles

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## Staffing

While we recognize our founding members do not possess significant experience managing a retail operation, we do pride ourselves on the skills and instincts we have honed over the course of our careers that allow us to identify, hire, train, and manage good quality staff. We know what we don't know, and fully intend to simply hire the best talent available to fill the void in operational management.

With that in mind, our staffing plan is based on best practices within the retail marijuana and customer service industries.

### Retail Staff

- A three-level hierarchy will be created consisting of a store manager, one or more assistant managers, and several entry-level retail clerks.

### Security Staff

- Composed of a generally equal mix of male and female members drawn from a pool of local residents.
- Each must have successfully passed all mandated background checks.
- At least one security staff member will be present anytime someone is in the facility. This includes customers as well as retail staff and management. At NO time will one person be allowed to remain alone in the space.
- Responsible for monitoring all bulk deliveries, directly observing

all weigh-ins and weigh-outs, and signing off as witnesses on same.

- Responsible for maintaining security at the entrance, ensuring no one under the age of 21 or anyone who has either been blacklisted for previous transgressions, demonstrates clear signs of being intoxicated, or otherwise poses a threat to the safety and well-being of our customers and staff is allowed entry.
- Responsible for monitoring and archiving all video security feeds.

All staff will be hired for a 100-hour probationary period during which time they will undergo extensive training and evaluation while having only directly supervised access to marijuana and products containing it.

To foster loyalty and keep turnover to a minimum, all employees' wages will be augmented with a robust health and benefits package beginning after one year of employment. A slight premium will also be paid to managers and assistant managers as deemed appropriate.

With 8 FTE plus a manager, projected annual payroll for the retail operation, with all taxes and costs of the benefits package(s) included, is \$450,000.

## **Security**

Both city and state regulations dictate installation of a security system far more advanced than that currently installed on the property. The costs of specifying, installing, and maintaining the system will fall to us. Other than initial cannabis inventory, this is likely to be our most significant initial start-up cost on the retail side, totaling approximately \$3,000 in equipment costs and \$5000 for installation.

In addition to items not prudent to itemize here, our security protocols will consist of:

- Security staff on premises during all open hours.
- Two (2) redundant 16-camera systems plus a number of more visibly discreet pinhole camera feeds covering entire interior and exterior of the property – including storage areas and vaults – with 24/7 live feeds available to police and fire departments.
- All video recordings will feature an unobtrusive date and time stamp.
- A series of DVR hard drives (both on and off-site) to ensure videos can be securely archived for a full year.
- Video cameras with the ability to remain operational during a power outage and featuring failure notification settings.
- An alarm system on all perimeter entry points and windows, including

glass breaks for each window, door contacts for each perimeter door, overhead garage door contacts, motion and vibration detectors, and strobe and siren interior and exterior alarms.

- Holdup alarm, panic alarm, and duress alarm systems with activators placed at multiple strategic points throughout the facility, the activation of which will set off an alarm, notify law enforcement of an emergency, and automatically make all live camera feeds available to them in real time.
- IDs will be checked to verify age immediately upon entry.
- Discreet metal detector at entryway.
- Fingerprint reader biometrics at all sensitive areas.
- All staff must pass an annual rigorous check by the state.
- No area involved in the production or processing of marijuana will be visible from the street or any other public area at any time. Any window will be equipped with a permanent frosted screen, allowing diffused light to enter but preventing the interior from being visible from the outside.
- All marijuana products located on the premises will be kept in dedicated limited access areas equipped with an advanced biometric access control system.
- All staff will be required to wear their RFID-equipped identification badges at all times.
- All outside contractors, vendors, and visitors will be required to obtain an RFID-equipped visitor identification badge prior to entering any limited access areas and must be escorted at all times by a staff member authorized to enter that limited access area. The visitor identification badge will be visibly displayed at all times while the visitor is in any limited access area and must be returned immediately upon exit.

## **Product Handling Procedures**

To help prevent diversion and other unlawful activities, all cannabis products, including any and all edibles, extracts, concentrates, or other items containing cannabis, will be subject to strict handling and monitoring protocols. Failure to adhere to these protocols will be considered grounds for immediate dismissal.

- All contact with either inventory or cash must be conducted within the unobstructed view of video surveillance
- Opening inventory must be weighed daily, the weight logged and verified for consistency with previous shift's closing weight. Any discrepancies in excess of one gram must be reported to retail and security management and a note made in the daily log of the event. Any discrepancies in excess of 3.5 grams must be reported to law enforcement within 24 hours and all security feeds covering the interim period isolated and protected to aid in any potential investigation.
- All bulk weighing must be conducted by a management-level staff member

- and witnessed by a member of security staff.
- No customer is ever allowed to handle product prior to purchase. A retail staff member will assist with all demonstrations.

## **Gross Revenue Projections**

Since no permits have yet been awarded, we are forced to project revenues based solely on an equal share of the Worcester market as defined above, discounting any boost that would otherwise occur due to a higher than average number of people fitting our target demographic in close proximity to our facility.

- Total customer base: 600 (slightly less than 1/15<sup>th</sup> of Worcester market)
- Average number of customers per day per month: 50 (based on 30-day month)
- Average purchase (in dollars): \$200
- FY2 Gross Revenue: \$3,600,000

## **Cost of Goods Sold (COGS)**

COGS will almost certainly be substantially higher in our first year of operation. There are many reasons for this, not least of which will be the initial volatility in pricing due to the fluctuating availability of salable product.

As history has proven in other markets, the initial period of retail availability will be short, possibly only 60-90 days, followed by a period of low (or no) inventory due to the stress placed on supply by the new state-wide retail demand. Initial prices will stay steady, followed in rapid succession by a steep increase as supply dwindles and then intermittent but steady declines as supply inevitably catches up.

This condition will toggle back and forth for several months while supply chains become stabilized. Once supply and demand even off, so will pricing, but not at the same levels as seen initially.

For example, an ounce of “flower” may initially be priced at \$350, only to see increases to well above \$400 as supply dries up. Once the next round of licensed harvests begin to arrive on the market, that same ounce is likely to eventually settle back into the \$250-\$300 range and stay there for some time. Similar fluctuations will be seen in the pricing of our other cannabis-derived product lines (concentrates, edibles, etc...) as well.

To ensure the validity of our financial projections, we are assuming that we will be forced to purchase our inventory from third-party licensed cultivation establishments rather than grow it ourselves. Because of this, we are

budgeting for an average price of \$3000/pound for the first year (allowing for temporary price increases brought on by low supply) and \$2000/pound thereafter (after pricing has stabilized).

Our (COGS) will also consist of salaries and benefits, representing 25.6% of revenue in our first year of operations, 24.3% in our second year, and 24.6% in our third year. Other general and administrative expenses will be 12-14% per year. Some of these costs, such as sanitation and janitorial, will remain relatively constant as our organization grows; other expenses, such as insurance, will grow in line with revenue. Our rent expenses will also gradually increase as leases are renewed. For the retail operation, the largest general and administrative expenses include:

- professional services,
- rent expense,
- security monitoring and services,
- sanitation and janitorial,
- transportation/automotive,
- utilities, and
- general liability insurance.

The state has fixed a combination of sales and excise taxes totaling 17% on all marijuana transactions. Worcester has added an additional 3% in city taxes, for a total of 20% tax being levied on every transaction. While it is not yet clear if this tax will be applied to wholesale transactions between units of the same business, we have chosen to err on the side of caution and assume it will, adding to our COGS at each step.

## **Taxes**

In our financial projections, we have taken a conservative approach in our plan for compliance with IRS Code Section 280E. We have assumed that any and all typical business expenses incurred will be nondeductible.

## Top Line Overview

	<b>FY1</b>	<b>FY2</b>	<b>FY3</b>
Projected Gross Revenues <sup>3</sup>	Retail: \$1,800,000 Cultivation: \$0 Manufacturing: \$0	Retail: \$3,600,000 Cultivation: \$150,000 Manufacturing: \$200,000	Retail: \$4,320,000 Cultivation: \$250,000 Manufacturing: \$500,000
	TOTAL: \$1,800,000	TOTAL: \$3,950,000	TOTAL: \$5,070,000
Projected Expenses (inventory, lease, utilities, payroll, debt service, taxes, etc...)	Retail: \$850,000 Cultivation: \$250,000 Manufacturing: \$100,000	Retail: \$1,850,000 Cultivation: \$400,000 Manufacturing: \$100,000	Retail: \$2,200,000 Cultivation: \$650,000 Manufacturing: \$200,000
	TOTAL: \$1,200,000	TOTAL: \$2,,350,000	TOTAL: \$3,050,000
<b>TOTAL</b>	<b>\$600,000.00</b>	<b>\$1,650,000.00</b>	<b>\$2,020,000.00</b>
Customer Visits (annual)	9000	18000	21600
Average Purchase	\$200.00	\$200.00	\$200.00
Projected % of growth rate annually	N/A	100.00%	20.00%
Total FTE in staffing	15 (average)	25 (average)	28 (average)
Projected Marijuana Inventory (Retail)	280 Lbs.	560 Lbs.	675 Lbs.

<sup>3</sup> Projections for cultivation and manufacturing enter during FY2 pending permit approval by CCC. These projections include sales to other retail and medical operations only. All internal sales are specifically excluded and are instead combined with the retail operation as COGS.

## **Values**

### **WE WILL:**

- Be active and positive corporate citizens in good standing within our city's community;
- Provide good jobs with living wages for local residents;
- Be fiscally responsible to our investor partners so we may always remain capable of funding philanthropic projects benefiting the community;
- Help give our next generations the opportunity to thrive and avoid the pitfalls all too often placed in their path to becoming productive members of society;
- Become advocates for public and private programs that attempt to address the problems of addiction;
- Make every effort to meet our business needs with local goods and services, as a way to promote economic development.

## **Vision**

We believe the world can and should be a more fair and equitable place. We believe there is always going to be more that people have in common than barriers that keep them apart. We believe drawing people together as a “fraternity of strangers” can help break down those barriers, especially when it is made obvious that all are equally welcome.

In support of these beliefs, we will always strive to ensure that everyone we are given the opportunity to serve is treated with genuine respect and dignity within a welcoming, safe, and professional environment. Each and every customer who walks through our doors will receive the very best level of service we have to offer and we fully intend to set a quality benchmark for the industry in that regard.

THE CORNER  
PERSONNEL POLICIES AND PROCEDURES<sup>1</sup>

<b>Alcohol, Smoke &amp; Drug-Free Workplace</b>	<b>2</b>
<b>Personnel Records</b>	<b>2</b>
<b>Maintaining Confidential Information</b>	<b>2</b>
<b>Employee Training Policy</b>	<b>3</b>
<b>Confidentiality</b>	<b>3</b>
<b>Dismissal of Marijuana Establishment Agents</b>	<b>4</b>
<b>Exit Interview</b>	<b>4</b>

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<sup>1</sup>

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.



### Alcohol, Smoke & Drug-Free Workplace

The Corner, Inc. ("The Corner") goal is to have a drug-free, healthy, and safe workplace. To promote this goal, agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when agents use, possess, or abuse alcohol and illegal drugs. Thus, while on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

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

Agents are also prohibited from smoking tobacco on the marijuana establishment premises or in any of the vehicles used to transport marijuana or marijuana products between licensed marijuana establishments.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

### **Personnel Records**

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

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

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

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

#### Maintaining Confidential Information

Information held by The Corner is confidential 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, that the Commission may access this information to carry out official duties. (c) A Marijuana Retailer may not acquire or record Consumer personal information other than information typically required in a retail transaction, which can include identifying information to determine the Consumer's age. A Marijuana Retailer may not record or retain any additional personal information from Consumer without the Consumer's voluntary written permission.

The Corner employees will receive confidentiality training during new hire orientation.

All hardware is managed and maintained internally.

Access to customer information, including sales transactions will be available only to those agents performing dispensing duties. Cultivation agents will not have access to customer records.

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The Corner will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly.

In addition, The Corner's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.

#### Employee Training Policy

The Corner will ensure that all agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include at least eight hours of a Responsible Vendor Program annually under 935 CMR 500.105(2)(b).

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

- New hire orientation – overview of The Corner and employment policies and procedures as outlined in the Agent Handbook;
- COVID responsibilities and protocols for a safe workplace
- General security procedures relevant to all The Corner agents;
- Detailed security procedures relevant to the agents' job function;
- Confidentiality – including The Corner's policies and procedures such as security;
- Recordkeeping requirements; and
- Customized training related to the agent's job function at the time of hire by the Manager or Supervisor.

At a minimum, agents will receive eight hours of ongoing training annually.

#### Confidentiality

Information held by The Corner customers is confidential 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, that the Commission may access this information to carry out official duties. The Corner agents will receive confidentiality training during new hire orientation.

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.

The Corner's software provider, METRC, harbors the technology required to abide with regulatory standards and prevent theft. METRC comes equipped with multiple features to ensure security, theft protection, and compliance diversions. All hardware is managed and maintained internally. Unlike cloud-based solutions where the customer relies on the software vendor and cloud provider, METRC provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security. In the event of an automatic failure, METRC also works with redundant routers to maintain business records and system functionality. System authentication is encrypted via industry standard SSL with the use of a server-based platform. Access to customer information, including sales transactions will be available only to those agents performing dispensing duties. Cultivation agents will not have access to customer records.

The Corner will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, The Corner's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.

#### Dismissal of Marijuana Establishment Agents

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

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

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

Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices

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with regard to The Corner's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

#### Exit Interview

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

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

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THE CORNER  
QUALITY CONTROL AND TESTING<sup>1</sup>

<b>Quality Control</b>	<b>2</b>
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## Quality Control

The Corner will comply with the following sanitary requirements:

- Any employee whose job includes contact with marijuana or nonedible marijuana products including packaging, is subject to the requirements for food handlers, and all marijuana products will be prepared, handled, and stored in compliance with sanitation requirements and with the requirements for food handlers.
- Any The Corner agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and
  - Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- The Corner's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in The Corner's employee restroom areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- The Corner will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner;
- The Corner's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
- The Corner's facility will have adequate safety lighting in all processing and storage areas.
- The Corner's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
- The Corner will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products.
- The Corner will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the The Corner's needs;
- The Corner's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the

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

- The Corner will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- The Corner will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

The Corner will package marijuana in a safe and sanitary manner. All bulk flower that may be packaged will be handled on food-grade stainless steel tables with no contact with The Corner or an agent's bare hands; and packaged in a secure area.

### **Testing**

- The Corner will not sell or otherwise market marijuana or marijuana products that have not been tested by Independent Testing Laboratory

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# THE CORNER

## RECORDKEEPING PROCEDURES<sup>1</sup>

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## General Overview

The Corner, Inc. ("The Corner") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of The Corner documents. Records will be stored at The Corner in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

## Recordkeeping

To ensure that The Corner is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of The Corner's quarter-end closing procedures. In addition, The Corner's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
- Financial Records: Records will be ongoing. These records will be electronically stored and will at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

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- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with The Corner, including members, if any.
- 
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with The Corner and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - The Corner will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The 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
  - The Corner will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum all marijuana finished products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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- 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, The Corner will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), 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, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by The Corner for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security 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 escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, The Corner will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two The Corner agents present during the disposal or handling, with their signatures. The Corner will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Transportation Records
  - The Corner will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating

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the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure
  - In the event The Corner closes, all records will be kept for at least two (2) years at The Corner's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, The Corner will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to The Corner's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of The Corner's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be sold, as applicable, and the form(s) in which marijuana will be dispensed;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the Commission;
    - Engaged in unsafe practices with regard to The Corner operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
  - A list of all executives of The Corner, and members, if any, of The Corner, will be made available upon request by any individual. 935 CMR 500.105(1)(m)

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requirement may be fulfilled by placing this information on The Corner's website.

- Policies and procedures for the handling of cash on The Corner premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

### **Record-Retention**

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

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THE CORNER  
QUALITY CONTROL AND TESTING<sup>1</sup>

<b>Quality Control</b>	<b>2</b>
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  - Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- The Corner's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in The Corner's employee restroom areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
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- The Corner's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
- The Corner's facility will have adequate safety lighting in all processing and storage areas.
- The Corner's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
- The Corner will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products.
- The Corner will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the The Corner's needs;
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The Corner will ensure that The Corner's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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The Corner will package marijuana in a safe and sanitary manner. All bulk flower that may be packaged will be handled on food-grade stainless steel tables with no contact with The Corner or an agent's bare hands; and packaged in a secure area.

### **Testing**

- The Corner will not sell or otherwise market marijuana or marijuana products that have not been tested by Independent Testing Laboratory

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Job Title: <b>Inventory Associate</b>	Reports to: Inventory Manager
Department: N/A	Supervises (# of employees): 0
Exempt/Non-exempt: Non-exempt	Full Time Employment

### **Position Overview**

The Inventory Associate aids in the facility's secure internal procedures for the receipt, transport, storage, organization, tracking and supply of cash and product inventory. Duties include conducting daily, weekly and monthly inventories; stocking and tracking cash and product in storage and fulfillment areas; and assisting in filing inventory reports and related documentation.

### **Essential Job Functions**

- Coordinate with the Inventory Manager to ensure the adequate stocking of cash and product
- Track and record all cash and inventory movement
- Maintain accurate reports related to inventory, cash counting, tracking and control
- Perform daily, weekly and monthly inventories as instructed by the Inventory Manager
- Follow all hygiene and sanitation guidelines per Standard Operating Procedures (SOPs)
- Maintain the organization and overall cleanliness of the department and product storage areas
- Maintain appropriate levels of supplies
- Alert the Inventory Manager of any product quality concerns
- Complete product processing projects as assigned, ensuring appropriate quantities, accurate weights, quality control, and sanitation standards
- Ensure accurate product packaging and labeling that meets all local and state requirements
- Execute repackaging projects to ensure timeliness, accurate accounting, quality and presentation
- Perform other duties as requested by the Inventory Manager

### **Requirements**

- Must be at least 21 years of age
- High school diploma or GED
- One year or more experience in retail sales or inventory control
- Knowledge of cannabis strains and delivery forms
- Basic computer operating skills including intermediate MS Excel knowledge
- Intermediate math skills
- Strong desire to serve the cannabis community
- Excellent communication skills
- Attention to detail, ability to follow complex instructions with precision
- Ability to lift and carry at least 50 lbs., reach arms above head, and stand for up to eight hours a day
- Must be able to pass a background check

### **Preferred Skills/Abilities**

- Prior experience working within the cannabis industry
- Knowledge of a retail Point of Sale (POS) system

**NOTE:** This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.

Job Title: <b>Retail Sales Associate</b>	Reports to: Retail Sales Manager
Department: Dispensary	Supervises (# of employees): 0
Exempt/Non-exempt: Non-exempt	Full Time Employment

### **Position Overview**

The Retail Sales Associate works with the Retail Sales Manager to ensure efficient daily operations, including distributing quality products to patients and consumers and providing excellent customer service. The Retail Sales Associate assesses the individual needs of patients and consumers, provides superior product knowledge, and conducts sales transactions efficiently and accurately.

### **Essential Job Functions**

- Provide excellent service for all patients and consumers
- Participate in continuous training on product knowledge and customer service
- Communicate with sensitivity and respect for patients, consumers, staff and visitors at all times
- Address customer issues; consult with or elevate to management when appropriate
- Perform opening and closing procedures
- Ensure the accuracy of assigned cash register till
- Ensure departmental and dispensary compliance to internal policies and state and local laws, rules and regulations
- Ensure adherence to hygiene and sanitation standard operating procedures (SOPs)
- Ensure adherence to patient confidentiality guidelines and SOPs
- Prevent the diversion of medical cannabis to anyone other than authorized patients or registered caregivers
- Communicate regularly with the Retail Sales Manager to satisfy department needs and patient feedback
- Maintain the overall appearance, organization and cleanliness of the department and sales counter areas per internal SOPs
- Attend daily pre-opening meetings
- Perform other duties as assigned by the Retail Sales Manager

### **Requirements**

- Must be at least 21 years of age
- One year or more prior experience in a retail sales or similar environment
- Excellent communication and customer service skills
- Knowledge of medical cannabis strains and applications
- High school diploma or GED
- Basic computer operating skills
- Basic math skills
- Passion to serve the medical cannabis community
- Must be able to pass a background check

### **Preferred Skills/Abilities**

- Prior experience working within the cannabis industry
- Prior experience working with medical patients

NOTE: This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.

Job Title: <b>General Manager</b>	Reports to: Owner
Department: N/A	Supervises (# of employees): 6-50+
Exempt/Non-exempt: Exempt	Full Time Employment

### Position Overview

The General Manager (GM) is responsible for providing strategic direction for the organization, maintaining day to day operations, and driving results, all while exemplifying and executing the company's values and culture. The GM oversees the daily operation of the facility and monitors the management of all staff and departments. The GM also works with corporate support and the CFO and accountant to ensure sound recordkeeping and compliance with local and state regulations. Priorities include implementing organizational policies, hiring and supervising departmental managers, maintaining statistical reports on daily operations, and representing the corporate mission and vision to elected officials, law enforcement, the media, and the general public.

### Essential Job Functions

- Ensure full compliance with all applicable local and state statutes, rules and regulations; and any applicable federal statutes such as labor laws
- Implement and manage organizational policies and procedures
- Develop and maintain a safe environment for all employees, patients, customers, visitors, and vendors
- Develop plans of action as required to ensure the optimal operation of the facility
- Screen, interview and hire management applicants (in concert with corporate Human Resources when applicable)
- Oversee department managers in screening, interviewing, and hiring departmental staff
- Communicate with and coach managers and staff to ensure excellence in serving the community and fulfilling organizational goals
- Communicate with and coach management to ensure effective employee relations and proper labor practices
- Continuously evaluate the organization's healing services program and work with management to improve the program as needed
- Attend courses and training for continuous education in the production of cannabis-infused products and edibles
- Implement an effective training program for employees in all aspects of product production
- Ensure ongoing evaluation and training of staff related to common medical conditions and various treatment methods, both traditional and alternative, as well as patient confidentiality
- Ensure ongoing evaluation and training of staff related to Adult-use consumer education
- Represent the organizational mission and vision at all times, including at public events and community outreach programs and to elected officials, media, and the general public
- Consult with the CFO/Accountant to manage budget and expenses, ensuring sound recordkeeping and fiscal compliance
- Apply the company's critical success factors, as defined by upper management, in all operations
- Create, run, and analyze management reports and performance metrics to ensure patient satisfaction and efficient operations; document financial, inventory, customer and patient trends; maintain sales and purchasing reports
- Manage and maintain the point-of-sale (POS) system and Inventory Management software; ensure systems meet all operations, reporting, and compliance requirements; troubleshoot system and software issues as needed

- Perform any and all necessary duties to maintain the successful, secure and compliant operation of the facility

**Requirements**

- Must be at least 21 years of age
- Bachelor's Degree in Business or related experience
- 10 years experience in retail and customer service
- Five years experience in retail management
- Excellent communication skills
- Advanced math and computer skills
- Passion to serve patients and consumers in the Industry
- Must be able to pass a background check

**Preferred Skills & Abilities**

- Prior experience within the cannabis industry
- Three (3) years experience in a retail General Manager role
- Three (3) years minimum experience with P&L responsibility
- Experience in restricted access retail venues
- Interest and aptitude for the healing arts

<b>NOTE:</b> This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.
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# **The Corner**

## **Energy Efficiency**

### **Energy Efficiency and Compliance**

1. The Corner will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).
2. The Corner will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
3. In the Architectural Review, The Corner will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and a plan for implementation of such opportunities. This shall also include consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. As The Corner leases their site, any such additions will require the consent and permission of the Landlord prior to installation.
4. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. The Corner will comply with the following minimum energy efficiency and equipment standards:
  - a. Our building envelope will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE)

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Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;

- b. Our facilities Lighting Power Density (HLPD) will not exceed 36 watts per square foot, which will be easily achievable as a retail-only facility
  - c. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
    - i. The Corner will provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
  - d. The Corner will document and establish safety protocols to protect workers and Consumers as necessary.
5. Prior to receipt of Final License, The Corner will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103.
- a. The Corner will coordinate with the Energy Engineer and use the information derived from their Letter including, but not limited to strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage), as well as engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants

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

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

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

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

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

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

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# Policy for Restricting Access to Age 21 and Older

## Retail

TCE.'s operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. TCE's management and security teams are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

### Definitions:

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**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by TCE for the transportation of Marijuana. Our cultivation facility allows only the following individuals access to our facility:

1. TCE Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all TCE Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All TCE visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the visitor has been verified,

they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment agent that is authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.

3. All consumers entering a Marijuana Retailer must be 21 years of age or older.
4. TCE will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:
  - a. Agents of the Commission;
  - b. Commission Delegees;
  - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
  - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.

**The Corner Emporium**  
**Financial Record Management Policy**

**I. Intent**

**Policy** To provide clear and concise instructions for TCE employees on how to identify, record, and archive financial records in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

**II. General Requirements**

All records shall be maintained in a limited access environment and shall be accessed only by authorized personnel for work-related reasons. The financial records shall be stored in a separate locked cabinet from any other such records.

TCE shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data. A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data.

A record shall be maintained of the individuals who have access to the records room, their time and date of access, which files were reviewed, and a certification that the records were unaltered. If TCE determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

TCE shall adopt separate accounting practices at the point-of-sale for marijuana and nonmarijuana sales. All financial records shall be kept for a period of at least five years, and shall be made available to the CCC for inspection on request. TCE shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements

**III. Records to be kept**

1. A file shall be maintained in a secure location for financial information for each employee, manager, director, volunteer position, or other such affiliate. This file shall include information regarding salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of

the nonprofit corporation, if any. This information shall be kept separate from general records, as well as from other financial records.

2. A file shall be maintained in a secure location for financial information regarding vendors and business expenditures, including but not limited to manual or computerized records of:

A. Assets and liabilities;

B. Monetary transactions;

C. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

D. Sales records including the quantity, form, and cost of marijuana products; and

E. Salary and wages paid to each employee.

## THE CORNER

### Qualifications and training

#### Overview

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#### **Qualifications and Training:**

The Corner will operate its Marijuana establishment in compliance with 935 CMR including 500.30 and relating to Agent registration and suitability.

The Corner will review the qualifications of all prospective agents to ensure their prior to registration to avoid negative suitability determinations by the CCC; and will provide initial and ongoing training in compliance with applicable laws and regulations. TCE will ensure that employees are trained on job specific duties prior to performing job functions

To qualify for Agent Registration, an individual must be 21 years or older, not have been convicted of an offense in the Commonwealth involving distribution of controlled substances to minors or a like violation in another state, The United States or a foreign jurisdiction, or a military, territorial, or Native American Tribal Authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.80 and 500.802. The Corner will defer to suitability determinations made by the CCC or its suitability review committee in accordance with the procedures set forth in 935 CMR 500.800. The Corner will complete an annual Agent suitability Assessment for each agent upon renewal or background checks and Agent Registration.

Standard operating procedures related to Agent qualifications will require that all agents complete training prior to performing job functions. The trainings will be tailored to the responsibilities to the job function of each agent.

Prior to starting employment all The Corner agents will receive comprehensive general and position specific from the compliance manager and compliance working group. To ensure secure operations retail agents will receive 8 days of training starting with general compliance training, which will include The Corner Emporium's policies and procedures as well as a seminar on applicable state and local regulations (including 105 CMR 725 and 935 CMR 500) To ensure comprehensive Agents must pass a written exam based on compliance training, including content sign offs and maintain training records in each agents file and personnel folder indefinitely. No less than eight hours of ongoing training will be conducted by each employee on an annual basis.

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Authorized managers and supervisors may receive additional trainings in order to operate limited access systems (burglar alarm, surveillance, and access control and data servers) Also The Corner will maintain a list of security personnel who may access specific equipment and areas such as the vault. The Corner's security personnel will also be trained on how to interface with the law enforcement on behalf of the company. Security System Administrators receive at least 2 additional hours of training on security equipment and software maintenance and operations.

All current owners, managers, and employees shall complete the Responsible Vendor Training when available. All new employees shall complete the Responsible Vendor Training Program within 90 days of being hired. Responsible Vendor Program documentation must be retained for four years.

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Job Title: <b>General Manager</b>	Reports to: Owner
Department: N/A	Supervises (# of employees): 6-50+
Exempt/Non-exempt: Exempt	Full Time Employment

### Position Overview

The General Manager (GM) is responsible for providing strategic direction for the organization, maintaining day to day operations, and driving results, all while exemplifying and executing the company's values and culture. The GM oversees the daily operation of the facility and monitors the management of all staff and departments. The GM also works with corporate support and the CFO and accountant to ensure sound recordkeeping and compliance with local and state regulations. Priorities include implementing organizational policies, hiring and supervising departmental managers, maintaining statistical reports on daily operations, and representing the corporate mission and vision to elected officials, law enforcement, the media, and the general public.

### Essential Job Functions

- Ensure full compliance with all applicable local and state statutes, rules and regulations; and any applicable federal statutes such as labor laws
- Implement and manage organizational policies and procedures
- Develop and maintain a safe environment for all employees, patients, customers, visitors, and vendors
- Develop plans of action as required to ensure the optimal operation of the facility
- Screen, interview and hire management applicants (in concert with corporate Human Resources when applicable)
- Oversee department managers in screening, interviewing, and hiring departmental staff
- Communicate with and coach managers and staff to ensure excellence in serving the community and fulfilling organizational goals
- Communicate with and coach management to ensure effective employee relations and proper labor practices
- Continuously evaluate the organization's healing services program and work with management to improve the program as needed
- Attend courses and training for continuous education in the production of cannabis-infused products and edibles
- Implement an effective training program for employees in all aspects of product production
- Ensure ongoing evaluation and training of staff related to common medical conditions and various treatment methods, both traditional and alternative, as well as patient confidentiality
- Ensure ongoing evaluation and training of staff related to Adult-use consumer education
- Represent the organizational mission and vision at all times, including at public events and community outreach programs and to elected officials, media, and the general public
- Consult with the CFO/Accountant to manage budget and expenses, ensuring sound recordkeeping and fiscal compliance
- Apply the company's critical success factors, as defined by upper management, in all operations
- Create, run, and analyze management reports and performance metrics to ensure patient satisfaction and efficient operations; document financial, inventory, customer and patient trends; maintain sales and purchasing reports
- Manage and maintain the point-of-sale (POS) system and Inventory Management software; ensure systems meet all operations, reporting, and compliance requirements; troubleshoot system and software issues as needed



- Perform any and all necessary duties to maintain the successful, secure and compliant operation of the facility

### **Requirements**

- Must be at least 21 years of age
- Bachelor's Degree in Business or related experience
- 10 years experience in retail and customer service
- Five years experience in retail management
- Excellent communication skills
- Advanced math and computer skills
- Passion to serve patients and consumers in the Industry
- Must be able to pass a background check

### **Preferred Skills & Abilities**

- Prior experience within the cannabis industry
- Three (3) years experience in a retail General Manager role
- Three (3) years minimum experience with P&L responsibility
- Experience in restricted access retail venues
- Interest and aptitude for the healing arts

<p><b>NOTE:</b> This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.</p>
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Job Title: <b>Inventory Associate</b>	Reports to: Inventory Manager
Department: N/A	Supervises (# of employees): 0
Exempt/Non-exempt: Non-exempt	Full Time Employment

### Position Overview

The Inventory Associate aids in the facility's secure internal procedures for the receipt, transport, storage, organization, tracking and supply of cash and product inventory. Duties include conducting daily, weekly and monthly inventories; stocking and tracking cash and product in storage and fulfillment areas; and assisting in filing inventory reports and related documentation.

### Essential Job Functions

- Coordinate with the Inventory Manager to ensure the adequate stocking of cash and product
- Track and record all cash and inventory movement
- Maintain accurate reports related to inventory, cash counting, tracking and control
- Perform daily, weekly and monthly inventories as instructed by the Inventory Manager
- Follow all hygiene and sanitation guidelines per Standard Operating Procedures (SOPs)
- Maintain the organization and overall cleanliness of the department and product storage areas
- Maintain appropriate levels of supplies
- Alert the Inventory Manager of any product quality concerns
- Complete product processing projects as assigned, ensuring appropriate quantities, accurate weights, quality control, and sanitation standards
- Ensure accurate product packaging and labeling that meets all local and state requirements
- Execute repackaging projects to ensure timeliness, accurate accounting, quality and presentation
- Perform other duties as requested by the Inventory Manager

### Requirements

- Must be at least 21 years of age
- High school diploma or GED
- One year or more experience in retail sales or inventory control
- Knowledge of cannabis strains and delivery forms
- Basic computer operating skills including intermediate MS Excel knowledge
- Intermediate math skills
- Strong desire to serve the cannabis community
- Excellent communication skills
- Attention to detail, ability to follow complex instructions with precision
- Ability to lift and carry at least 50 lbs., reach arms above head, and stand for up to eight hours a day
- Must be able to pass a background check

### Preferred Skills/Abilities

- Prior experience working within the cannabis industry
- Knowledge of a retail Point of Sale (POS) system

**NOTE:** This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.

Job Title: <b>Retail Sales Associate</b>	Reports to: Retail Sales Manager
Department: Dispensary	Supervises (# of employees): 0
Exempt/Non-exempt: Non-exempt	Full Time Employment

### **Position Overview**

The Retail Sales Associate works with the Retail Sales Manager to ensure efficient daily operations, including distributing quality products to patients and consumers and providing excellent customer service. The Retail Sales Associate assesses the individual needs of patients and consumers, provides superior product knowledge, and conducts sales transactions efficiently and accurately.

### **Essential Job Functions**

- Provide excellent service for all patients and consumers
- Participate in continuous training on product knowledge and customer service
- Communicate with sensitivity and respect for patients, consumers, staff and visitors at all times
- Address customer issues; consult with or elevate to management when appropriate
- Perform opening and closing procedures
- Ensure the accuracy of assigned cash register till
- Ensure departmental and dispensary compliance to internal policies and state and local laws, rules and regulations
- Ensure adherence to hygiene and sanitation standard operating procedures (SOPs)
- Ensure adherence to patient confidentiality guidelines and SOPs
- Prevent the diversion of medical cannabis to anyone other than authorized patients or registered caregivers
- Communicate regularly with the Retail Sales Manager to satisfy department needs and patient feedback
- Maintain the overall appearance, organization and cleanliness of the department and sales counter areas per internal SOPs
- Attend daily pre-opening meetings
- Perform other duties as assigned by the Retail Sales Manager

### **Requirements**

- Must be at least 21 years of age
- One year or more prior experience in a retail sales or similar environment
- Excellent communication and customer service skills
- Knowledge of medical cannabis strains and applications
- High school diploma or GED
- Basic computer operating skills
- Basic math skills
- Passion to serve the medical cannabis community
- Must be able to pass a background check

### **Preferred Skills/Abilities**

- Prior experience working within the cannabis industry
- Prior experience working with medical patients

NOTE: This job description may not be all-inclusive. Employee may be asked to perform other related duties to meet the ongoing needs of the organization.

# The Corner Emporium

## Diversity Plan

The Corner Emporium aims to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees.

The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. The Corner Emporium's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The Corner Emporium's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age, veteran status and sexual orientation. We are committed to hiring those best fit for the role.

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

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

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

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

### **Diversity Plan Populations ("Program Populations"):**

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

## **Goals**

The goals that The Corner Emporium is committed to achieving through this plan and our vision include:

1. Make The Corner Emporium workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
2. Include as our suppliers, contractors and wholesale partners businesses owned

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## **RECRUITMENT AND HIRING PROGRAM-**

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

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

**Program-** The Corner Emporium looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LGBTQ+ in the operation of our company. To promote diversity and equity The Corner Emporium will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
  - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.

7. All job postings will be forwarded to the MassHire Worcester Career Center and posted in the Worcester Telegram. Both of these entities serve Worcester Massachusetts which has the highest minority populations in the area.
  - Our first Job postings will be within 60 days of receipt of our Provisional License
  - Second and subsequent job posting will be done as needed.
8. The Corner will continue to participate in job fairs hosted by the Grafton Job Corps and Worcester Community Action Council. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.
9. The Corner will provide guidance and resources for the sealing of cannabis-related criminal records and update this information to include expungement opportunities. The Corner will present general information about requirements of cannabis industry participation.

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

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

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**SUPPLIER/PARTNER PROGRAM-**

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

**Program-** The Corner Emporium will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

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

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

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

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**DIVERSITY PLAN EVALUATION**

In addition to evaluating the individual programs and goals outlined above, The Corner Emporium will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

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



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

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