



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282460
Original Issued Date: 05/11/2020
Issued Date: 05/11/2020
Expiration Date: 05/11/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Hyecorp LLC

Phone Number: 508-612-2687
Email Address: hyecorpllc@gmail.com

Business Address 1: 327 N. Pearl Street
Business City: Brockton
Business State: MA
Business Zip Code: 02301
Business Address 2:
Mailing Address 1: 137 Main Street
Mailing City: Brockton
Mailing State: MA
Mailing Zip Code: 02301
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
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: 50
Role: Owner / Partner
Percentage Of Control: 50
Other Role:

First Name: Knarik	Last Name: Markosyan	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 50	
Role: Owner / Partner	Other Role:	
First Name: Paul	Last Name: Merian	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Knarik	Last Name: Markosyan	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Paul	Last Name: Merian	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Knarik	Owner Last Name: Markosyan	Owner Suffix:	
Entity Legal Name: Green Heart LTD.		Entity DBA: Green Heart	
Entity Description: retail marijuana dispensary			
Entity Phone: 720-999-8919	Entity Email: greenheartltd@gmail.com	Entity Website: www.greenheartdispensary.com	
Entity Address 1: 19005 E. Quincy Avenue		Entity Address 2:	
Entity City: Aurora	Entity State: CO	Entity Zip Code: 80015	Entity Country: USA
Entity Mailing Address 1: 19005 E. Quincy Avenue		Entity Mailing Address 2:	
Entity Mailing City: Aurora	Entity Mailing State: CO	Entity Mailing Zip Code: 80015	Entity Mailing Country: USA

Business Interest in Other State 2

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

Date generated: 12/03/2020

Owner First Name: Knarik	Owner Last Name: Markosyan	Owner Suffix:
Entity Legal Name: Trust Group LLC	Entity DBA: Trust Group	
Entity Description: marijuana retail and cultivation center		
Entity Phone: 720-224-2224	Entity Email: trustenterprisellc@gmail.com	Entity Website: None
Entity Address 1: 6754 Highway 17	Entity Address 2:	
Entity City: Moffat	Entity State: CO	Entity Zip Code: 81143
Entity Mailing Address 1: 6754 Highway 17	Entity Mailing Address 2:	Entity Country: USA
Entity Mailing City: Moffat	Entity Mailing State: CO	Entity Mailing Zip Code: 81143
		Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 327 North Pearl Street
Establishment Address 2:
Establishment City: Brockton
Establishment Zip Code: 02301
Approximate square footage of the establishment: 2880
How many abutters does this property have?: 10
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
Plan to Remain Compliant with Local Zoning	HYE CORP-GREEN STAR POLICY on Local Licensing-Zoning FINAL 053119.pdf	pdf	5cfffbb8622b7c1357f71669	06/11/2019
Certification of Host Community Agreement	hca 1 pager.pdf	pdf	5cfffdd6b64ca8317f4fcb473	06/11/2019
Community Outreach Meeting Documentation	hca meeting form.pdf	pdf	5d0002fafe6a8617e208e9eb	06/11/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	so you can letter 2020.pdf	pdf	5e1c8a88bb37d053183e15d2	01/13/2020
Other	gandra letter.pdf	pdf	5e66628b56474b469c1121f7	03/09/2020
Plan for Positive Impact	HYE CORP-GREEN STAR Positive Impact Plan FINAL 03092020.pdf	pdf	5e66631356474b469c112201	03/09/2020

ADDITIONAL INFORMATION NOTIFICATION

Date generated: 12/03/2020

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

Role: Other (specify) Other Role: Security Director
First Name: Daniel Last Name: Matukas Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	llc op agrmt signed.pdf	pdf	5cf4166d624ce5135e924ee1	06/02/2019
Articles of Organization	Hyecorp LLC.pdf	pdf	5cf4166e50e7af1803c1e1c1	06/02/2019
Secretary of Commonwealth - Certificate of Good Standing	hyecorp cgs.pdf	pdf	5cf92e2b64ca8317f4fcab30	06/06/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing- DOR.pdf	pdf	5cf92eb233099617d79447df	06/06/2019
Articles of Organization	Amended LLC Cert of Org 01082020.pdf	pdf	5e1c8c9438f8ab571d6e5266	01/13/2020

No documents uploaded

Massachusetts Business Identification Number: 001366749

Doing-Business-As Name: Green4All

DBA Registration City: Brockton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	HYE CORP-GREEN STAR Business Plan FINAL	pdf	5cf4171758ad7e1336c264ae	06/02/2019

	053119.pdf			
Plan for Liability Insurance	FINAL Liability Insurance Plan for Green Star - MA (6-11-19).pdf	pdf	5cfff415722cea17c1260cbb	06/11/2019
Proposed Timeline	HYE CORP-GREEN STAR Proposed Timeline - 1.13.2020.pdf	pdf	5e1c90d938f8ab571d6e5299	01/13/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	HYE CORP-GREEN STAR Plan for Obtaining Marijuana FINAL 053119.pdf	pdf	5cf417e164ca8317f4fca093	06/02/2019
Dispensing procedures	HYE CORP-GREEN STAR POLICY Dispensing FINAL 053119.pdf	pdf	5cf41891622b7c1357f702ab	06/02/2019
Personnel policies including background checks	HYE CORP-GREEN STAR POLICY Personnel FINAL 053119.pdf	pdf	5cf41894acc50017edd612eb	06/02/2019
Maintaining of financial records	HYE CORP-GREEN STAR POLICY Maintenance of Financial Records FINAL 053119.pdf	pdf	5cf418cb50e7af1803c1e1c9	06/02/2019
Prevention of diversion	HYE CORP-GREEN STAR POLICY Prevent Diversion FINAL 053119.pdf	pdf	5e14e8f8ef24345344e50e01	01/07/2020
Storage of marijuana	HYE CORP-GREEN STAR POLICY Storage FINAL 053119.pdf	pdf	5e14e945ef24345344e50e05	01/07/2020
Transportation of marijuana	HYE CORP-GREEN STAR POLICY Transportation FINAL 053119.pdf	pdf	5e14e95238f8ab571d6e43e0	01/07/2020
Inventory procedures	HYE CORP-GREEN STAR POLICY Inventory Procedures FINAL 053119.pdf	pdf	5e14e961fab70557127f17b0	01/07/2020
Record Keeping procedures	HYE CORP-GREEN STAR POLICY Record Keeping FINAL 053119.pdf	pdf	5e14e96ccb8cc6573ebd31ef	01/07/2020
Qualifications and training	HYE CORP-GREEN STAR POLICY Qualifications and Training FINAL 053119.pdf	pdf	5e14e986b7ff09534ba02b6e	01/07/2020
Security plan	HYE CORP-GREEN STAR POLICY Security Plan FINAL 01082020.pdf	pdf	5e1c937200f72d57285f114b	01/13/2020
Restricting Access to age 21 and older	HYE CORP-GREEN STAR POLICY Restricting Access To 21 FINAL 01082020.pdf	pdf	5e1c9a66541f65570b949f56	01/13/2020
Quality control and testing	HYE CORP-GREEN STAR POLICY Quality Control and Testing FINAL 01082020.pdf	pdf	5e1c9c13bb37d053183e16d7	01/13/2020
Diversity plan	HYE CORP-GREEN STAR Diversity Plan FINAL 03092020.pdf	pdf	5e66635fc51b0d43fad1dd12	03/09/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

HyeCorp LLC

d/b/a

Green Star



**PLAN TO COMPLY
WITH
LOCAL LICENSING & ZONING LAWS**

Plan to Remain Compliant with Local Zoning

The address for Green Star's ("GS") proposed Marijuana Retail Dispensary is 327 North Pearl Street, Brockton, Massachusetts. The Dispensary will comply with all Brockton Recreational Marijuana zoning requirements.

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

GS Owner Paul Merian has run his family-owned business, Tuxedos by Merian, in Brockton for over 30 years. As owner and Chief Executive Officer/Chief Financial Officer for Green Star, Mr. Merian has extensive first-hand knowledge of state and municipal compliance, as a local business owner and in his voluntary, appointed work as a member of the City of Brockton's Zoning Board of Appeals from 2007-2013 and for Brockton's License Commission since 2013, entities which have local and state oversight.

If Green Star is granted licensure, as discussed and agreed upon with the Mayor of Brockton, Mr. Merian will step down immediately from the License Commission.

As one of five members on the Brockton Zoning Board, Mr. Merian reviewed business applications that required variance for conformity of zoning uses, making sure that any variances strictly adhered to code, and were compliant, as required by the city's and state's pertinent laws and ordinances.

In his role on the License Commission, Mr. Merian works with other Commission members and the Brockton City Solicitor's Office to enforce code for licenses relating to alcohol and food permits for restaurants and special events, as well as new and used car sales licenses, and special permits for fundraising, fairs and one-day events. The License Commission grants and removes licenses, and conducts yearly compliance reviews, acting in accordance with ordinances, codes and compliance as defined by city and state laws.

Green Star's Chief Operating Officer/Chief Compliance Officer Knarik Markosyan has in-depth knowledge of Colorado's state and local marijuana laws and regulations, experience which she will leverage as Green Star's COO/CCO in Massachusetts. She has a spotless compliance record.

Ms. Markosyan has several years of experience working in the cannabis industry, most recently as Manager and Bookkeeper for Green Heart Ltd's medical and retail marijuana store in Aurora, Colorado. In the process, Ms. Markosyan has developed firsthand experience related to nearly every aspect of cannabis-related operations, including management and oversight of medical and retail marijuana stores, cultivation centers and manufacturing centers.

In addition to Ms. Markosyan, Green Star will hire and train a Compliance Manager whose sole responsibility will be to train the remaining staff and oversee the entire operation. The Compliance Manager will report directly to the CEO/CFO.

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

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

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

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

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

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

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

GS has attended several meetings with various municipal officials and boards to discuss GS' plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with City of Brockton.

GS will continue to work closely with Brockton's various municipal departments, boards, and officials to ensure that GS' Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

In addition, GS has retained the Brockton-based law firm Silverstein & Creedon, which will represent and work in conjunction with GS and the city of Brockton on zoning compliance and related requirements.

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, Paul Merian, (*insert name*) certify as an authorized representative of Hyecorp, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Brockton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 1, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Bill Carpenter, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Brockton (*insert name of host community*) to certify that the applicant and City of Brockton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 1, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Paul Merian, *(insert name)* attest as an authorized representative of Hyecorp, LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 27, 2019 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on March 19, 2019 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on March 18, 2019 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on March 18, 2019 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

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

ATTACHMENT "A"

Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

13779362 3/19/19

235 E Ashland St.

CITY OF BROCKTON PUBLIC HEARING PLANNING BOARD

The City of Brockton Planning Board will hold a Public Hearing on Tuesday, April 2, 2019 at 6:00 p.m. in the Gar Room, City Hall to consider the following:

The City of Brockton, Massachusetts Zoning District Map dated November 10, 1967, and thereafter amended, that said map be amended to reflect the following zoning change: Parcel ID 161-095, 235 E. Ashland Street I-2 (current) to C-2 Zone.

The full text of the proposed change can be viewed at the Department of Planning & Economic Development, City Hall, Monday through Friday from 9:00 to 4:00 pm or at <http://www.brockton.ma.us/Government/Departments/Planning/reports>.

David Wheeler, Chairman
March 19, 2019
March 26, 2019

13780703
3/19,26, 2019

and zoning laws, liens, unpaid taxes, tax liens, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.
Wilmington Savings Fund Society, FSB as Owner Trustee
of the Residential Credit Opportunities Trust V-B

Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
17-002786

13775035 3/5,12,19, 2019

outreach meeting

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given on behalf of Hyecorp, LLC, that a Community Outreach Meeting for a proposed Marijuana Retail Establishment is scheduled for March 27, 2019 at 6:00 P.M. at the Holiday Inn, 405 Westgate Drive, Brockton, Massachusetts 02301. The proposed Retail Marijuana Establishment is anticipated to be located at 327 North Pearl Street, Brockton. There will be an opportunity for the public to ask questions.

13781550 3/19/19

nature or liens, improvements and all unpaid taxes, tax liens and any other mortgage existing encumbrances are applicable, having whether or not reference improvements, liens or deed.

TERMS OF SALE:

A deposit of Dollars by certified or bank paid by the purchaser at balance is to be paid Harmon Law Offices, P. Massachusetts 02458, c Newton Highlands, Mas thirty (30) days from the ived to purchaser for rec purchase price. The de tained in said mortgage error in this publication.

Other terms, sale.

WELLS FARGO BANK, Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES
150 California St.
Newton, MA 02458
(617)558-0500
2016070082

13779082 3/19, 26, 4/2,



**YES! You may be able to
receive a tax deduction
for donating your
vehicle!**

**Restrictions may apply*

SILVERSTEIN & CREEDON

ATTORNEYS AT LAW

LEGION COMMONS

71 LEGION PARKWAY, THIRD FLOOR

BROCKTON, MASSACHUSETTS 02301

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

JOHN F. CREEDON
JOHN T. MURPHY

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

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

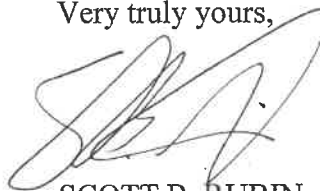
March 15, 2019

Re: COMMUNITY OUTREACH MEETING

Dear Abutter:

Notice is hereby given *on behalf of Hyecorp, LLC*, that a Community Outreach Meeting for a proposed Marijuana Retail Establishment is scheduled for March 27, 2019 at 6:00 P.M. at the Holiday Inn, 405 Westgate Drive, Brockton, Massachusetts 02301. The proposed Retail Marijuana Establishment is anticipated to be located at 327 North Pearl Street, Brockton. There will be an opportunity for the public to ask questions

Very truly yours,

A handwritten signature in dark ink, appearing to be 'SBR', written over a light gray circular background.

SCOTT B. RUBIN

SBR: jmp

ATTACHMENT "C"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ *Ken Jackson* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *Ken Jackson* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON
 Planning Board
 45 SCHOOL ST
 BROCKTON, MA 02301

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ *Ken Jackson* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *Ken Jackson* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON
 License Commission
 45 SCHOOL ST
 BROCKTON MA 02301

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ *Ken Jackson* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *Ken Jackson* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No



3. Service Type
☐ Priority Mail Express®
☒ Registered Mail™

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ *Ken Jackson* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *Ken Jackson* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ *Ken Jackson* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *Ken Jackson* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *Ken Jacobsen* ☐ Agent
☒ Addressed
- B. Received by (Printed Name) *Ken Jacobsen* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON
 Planning Board
 45 SCHOOL ST
 BROCKTON MA 02301

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *Ken Jacobsen* ☐ Agent
☒ Addressed
- B. Received by (Printed Name) *Ken Jacobsen* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF BROCKTON
 License Commission
 45 SCHOOL ST
 BROCKTON MA 02301



COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *Ken Jacobsen* ☐ Agent
☒ Addressed
- B. Received by (Printed Name) *Ken Jacobsen* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type ☐ Priority Mail Express®
☒ Adult Signature ☐ Registered Mail™

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *Ken Jacobsen* ☐ Agent
☒ Addressed
- B. Received by (Printed Name) *Ken Jacobsen* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *Ken Jacobsen* ☐ Agent
☒ Addressed
- B. Received by (Printed Name) *Ken Jacobsen* C. Date of Delivery *3/20/19*
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

SILVERSTEIN & CREEDON

ATTORNEYS AT LAW

LEGION COMMONS

71 LEGION PARKWAY, THIRD FLOOR

BROCKTON, MASSACHUSETTS 02301

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

JOHN F. CREEDON
JOHN T. MURPHY

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

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

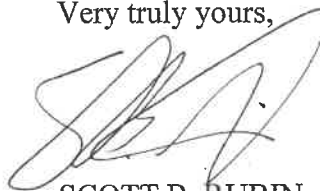
March 15, 2019

Re: COMMUNITY OUTREACH MEETING

Dear Abutter:

Notice is hereby given *on behalf of Hyecorp, LLC*, that a Community Outreach Meeting for a proposed Marijuana Retail Establishment is scheduled for March 27, 2019 at 6:00 P.M. at the Holiday Inn, 405 Westgate Drive, Brockton, Massachusetts 02301. The proposed Retail Marijuana Establishment is anticipated to be located at 327 North Pearl Street, Brockton. There will be an opportunity for the public to ask questions

Very truly yours,



SCOTT B. RUBIN

SBR: jmp

HyeCorp LLC

d/b/a

Green Star



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

Introduction:

Hye Corporation d/b/a Green Star's ("GS") proposed location is 327 North Pearl Street, Brockton, Massachusetts. The City of Brockton is designated as an area of disproportionate impact.

Impact Groups:

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

Goals:

GS' goals are as follows:

- a. to give hiring preferences to present and past Brockton residents and make the entry to the cannabis industry in Brockton more accessible;
- b. make monetary donations within the City of Brockton to rehabilitation-oriented charities, as described later in this plan.

Programs:

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

1. Remain focused on hiring employees from the City of Brockton.
2. Hosting at least two (2) career fairs throughout the year in Brockton to meet GS' goals and to promote access to the cannabis industry.
3. Making monetary donations to GS' charitable partners in the City of Brockton annually. Planned charitable partnerships and annual donation amounts are described below:
 - a. **Stairway to Recovery**, (<https://gandaracenter.org/stairway-to-recovery/>), 142 Crescent Street, Brockton, is a peer-to-peer recovery center that promotes and exemplifies hope for recovering addicts. Since 2008, the Stairway to Recovery Center has served as a supportive beacon within the recovery community of Southeastern Massachusetts. Program Director Efrain Baez has worked with countless individuals, helping them master the life skills they need to live healthy, successful lives in recovery over the long-term. Peers are engaged in many aspects of recovery, teaching others by example how to gain the resources, skills and practical knowledge to improve their quality of life. Recovering peers are encouraged to get involved and bring ideas and suggestions that support the values of recovery. The Stairway to Recovery Center provides a safe and supportive atmosphere to improve and enhance development, in turn helping one another as peers. Minimum Annual donation: \$1,500.00.

- b. **Growthways, Inc.** (<http://growthways.org/>), 41 North Pearl Street, Brockton, is a non-profit charitable organization whose mission is to provide community-integrated programs for adults with intellectual and developmental disabilities. Green Star's support will help Growthways continue to provide quality services that support and empower the people it serves, so that they can become valued, contributing members of their community. Growthways provides education, training, advocacy, and support services to adults with intellectual disabilities in the Greater Brockton Area. Their approach is to see each person as an individual and to assist them in having the best quality of life possible. Growthways is committed to provide high quality progressive supports in a home environment. The organization strives to educate and assist not only individuals and their families, but also the surrounding community, so that the people it serves can live as independently as possible and be valued members of their community. Minimum Annual donation: \$1,500.00.

- c. **So Can You, Inc.**, 45 Messina Drive, Brockton. *"Those who have come before you have become successful and So Can You"* So Can You is a non-profit charitable organization which strives to promote the quality of life for Brockton children by educating them about the history of their city and the inspiring "Brocktonians" who exemplify passion and teamwork. With Green Star's support, So Can You will expand the design and delivery of its programs which inspire Brockton kids to believe in themselves, using history to show that people can succeed regardless of their starting point in life, and reconnect Brockton's inner city communities with the different cultures and backgrounds of its residents. Green Star will help So Can You achieve its mission by supporting its efforts to develop and implement a new program, "15 Rounds of History," a free walking tour in the heart of Brockton's downtown district. 15 Rounds of History will teach local schoolchildren about the mostly forgotten but rich history of the City of Brockton, helping the children understand their city where they come from and inspiring them to believe in themselves and their own capacity to achieve in life. Stops along the tour include the stories of Billy McGunnigle, a Brockton native who invented the first baseball catcher's mitt manufactured by Stahl and Dean in downtown Brockton and James Edgar, a Brockton businessman who constructed the first concrete department store in the country and who became America's first department store Santa Claus. Minimum Annual donation: \$500.00.

I. Measurements:

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

- a. GS will document its employment practices, including the number of such employees hired, retained and promoted that are past or present City of Brockton residents. GS's goal is to hire at least 15% of its employees from the City of Brockton. At the end of the calendar year, if GS has not met plan goals, it will continue to refine its plan in order to meet plan goals the following year.

- b. GS will provide documentation concerning fundraising activities, donations and

volunteer hours for participation in the various fundraisers and programs it assists and will provide to the Cannabis Control Commission upon request. GS will implement a matching program for employees who wish to donate their time or funds towards any charitable endeavor, particularly those organizations referenced above.

Acknowledgements

GS acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Please see the following partnership attachments.



GROWTHWAYS, INC.

Community Supports for People with Developmental Disabilities

41 N. Pearl Street, Brockton, MA 02301 (508) 941-6505 fax 583-7651

Paul Merian
Hye Corp dba Greenstar

May 30, 2019

Dear Mr. Merian,

Please accept this as evidence of our willingness to accept donations from your organization, and of my thanks for supporting Growthways and the people we serve. Your willingness to make contributions helps us to continue our mission of providing quality community services.

You may know that Growthways, Inc. is a tax exempt non-profit that exists solely to provide services to people with intellectual and developmental disabilities. Therefore, in accordance with the 501c3 section of the Internal Revenue Code on public charities, contributions to us are eligible to be claimed as deductions on your income tax return. To assist you in substantiating your charitable deductions for the calendar year 2019, the following detail will be provided.

Again, thank you. Your support is greatly appreciated.

Sincerely,

Marty Berliner
President & CEO

Cumulative Gift Receipt to Growthways, Inc. FEIN# 04-2742635
Contributions received in calendar year 2019:

<u>Gift Received</u>	<u>Restricted Use?</u>	<u>Total Amount Given</u>	<u>Value Received In Return</u>	<u>Eligible For Deduction</u>
___/___/___	No	\$00.00	0.00	\$00.00



Form ST-2
Certificate of Exemption

Massachusetts
Department of
Revenue

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal penalties of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

GANDARA MENTAL HEALTH CENTER INC
147 NORMAN STREET
WEST SPRINGFIELD MA 01089

EXEMPTION NUMBER

042 622 756

ISSUE DATE

01/02/15

CERTIFICATE EXPIRES ON

01/02/25

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

HYECORP, LLC
OPERATING AGREEMENT

This Operating Agreement of **HYECORP, LLC** (the "LLC"), dated as of [date], is made by **Paul Merian and Knarik Markosyan** (collectively, the "Members," and individually, a "Member"). The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

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

2. Business of LLC; Purposes and Powers.

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

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

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

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

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

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

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

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

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

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

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

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

3. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 327 N. Pearl Street, Brockton, MA 02301.

4. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Paul Merian, 20 Bassett Road, Brockton, MA 02301.

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

6. Term of the LLC.

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

(b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by

Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

Members:



Paul Merian



Knarik Markosyan

HYECORP, LLC

Schedule A To Operating Agreement

Members

<u>Names and Addresses of Members</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Paul Merian 20 Bassett Road Brockton, MA 02301	\$	50%
Knarik Markosyan 3288 S Andes Street Aurora, CO 80013	\$	50%



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001366749

1. The exact name of the limited liability company is: HYECORP LLC

2a. Location of its principal office:

No. and Street: 137 MAIN ST

City or Town: BROCKTON

State: MA

Zip: 02301

Country: USA

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

No. and Street: 137 MAIN ST

City or Town: BROCKTON

State: MA

Zip: 02301-4102

Country: USA

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

CLEANING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PAUL MERIAN

No. and Street: 20 BASSETT ROAD

City or Town: BROCKTON

State: MA

Zip: 02301-4102

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KNARIK MARKOSYAN	137 MAIN ST BROCKTON, MA 02301 US

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KNARIK MARKOSYAN	137 MAIN ST BROCKTON, MA 02301 US

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of February, 2019,
PAUL MERIAN

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

THE COMMONWEALTH OF MASSACHUSETTS

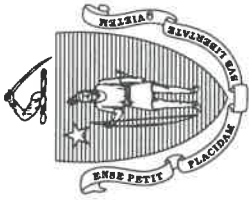
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 01, 2019 10:59 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 30, 2019

TO WHOM IT MAY CONCERN:

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

HYECORP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 1, 2019**.

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: **KNARIK MARKOSYAN, PAUL BEDROS MERIAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **KNARIK MARKOSYAN, PAUL BEDROS MERIAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KNARIK MARKOSYAN, PAUL BEDROS MERIAN**

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0122334080
Notice Date: June 3, 2019
Case ID: 0-000-868-051



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HYECORP LLC
137 MAIN ST
BROCKTON MA 02301-4012

000077

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HYECORP 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..

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Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001366749

The date of filing of the original certificate of organization: 2/1/2019

1.a. Exact name of the limited liability company: HYECORP LLC

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

2a. Location of its principal office:

No. and Street: 327 N PEARL STREET

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

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

RETAIL SALES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PAUL MERIAN

No. and Street: 20 BASSETT ROAD

City or Town: BROCKTON State: MA Zip: 02301-4102 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KNARIK MARKOSYAN	137 MAIN ST BROCKTON, MA 02301 US
MANAGER	PAUL BEDROS MERIAN	137 MAIN STREET BROCKTON, MA 02301 USA

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

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

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PAUL BEDROS MERIAN	137 MAIN STREET BROCKTON, MA 02301 USA
REAL PROPERTY	KNARIK MARKOSYAN	137 MAIN ST BROCKTON, MA 02301 US

9. Additional matters:

10. State the amendments to the certificate:

CHANGE OF GENERAL CHARACTER OF BUSINESS AND PRINCIPAL OFFICE

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of January, 2020,
PAUL B. MERIAN , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

January 08, 2020 03:29 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

HyeCorp LLC

d/b/a

Green Star



BUSINESS PLAN

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1. EXECUTIVE SUMMARY

HyeCorp LLC d/b/a Green Star (“GS”) wishes to open a retail marijuana dispensary in the City of Brockton in the Commonwealth of Massachusetts. The Green Star dispensary will offer consistent, high quality cannabis products to consumers who are 21 years of age or older in a safe, hygienic and friendly environment.

Chief Executive Officer and Chief Financial Officer (CEO/CFO) Paul Merian, a Brockton native who co-owns and operates Tuxedos by Merian, is the owner of Green Star. Mr. Merian’s extensive business experience and deep ties with the Brockton community make him one of Green Star’s most valuable assets. Chief Operating Officer and Chief Compliance Officer (COO/CCO) Knarik Markosyan has served as a controller and manager at various cannabis dispensaries in Colorado. She brings her extensive experience in the cannabis industry to Green Star. Ms. Markosyan will leverage this experience, including her knowledge of Massachusetts’ and Brockton’s local marijuana laws and regulations, to her role as Green Star’s COO/CCO.

1.1 License Type

HyeCorp LLC d/b/a Green Star is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a retail Marijuana Establishment Dispensary at 327 North Pearl Street in Brockton, Massachusetts.

1.2 Business Model

Green Star’s business model is to simplify the current, commonly used vertical cannabis model. By limiting the scope of its business to retail marijuana sales, and not marijuana cultivation and production, GS’ approach minimizes initial capital expenditures and capitalizes efficiencies.

Mr. Merian intends to use this business plan as a blueprint to operate HyeCorp LLC d/b/a Green Star. By focusing solely on the sale of cannabis and cannabis products, Green Star can specialize in offering its customers consistently excellent service as well as a wide variety of cannabis products without carrying the risks associated with concurrently operating cultivation, production or medical marijuana facilities.

By foregoing a retail marijuana production facility, Green Star seeks to capitalize on the large-scale ramp up in marijuana production which Massachusetts is currently experiencing and mark up the price of marijuana and marijuana-related products purchased on the wholesale market.

Rather than operate cannabis cultivation and production facilities, Green Star will instead operate a first-class retail establishment. This focused approach will allow GS to offer the very best product to its customers while also insulating the company from the supply chain risks associated with trying to produce and distribute a unique and highly regulated line of products. Sourcing product from the open wholesale market will allow Green Star to obtain the best quality cannabis for the lowest price.

While there is plenty of competition in the area of cannabis sales, Green Star expects that the strong local contacts and business experience of its Brockton owner, combined with the

experience of its COO/CCO working in Colorado’s cannabis industry will help Green Star develop a robust network of producers and suppliers. In addition, GS expects that current market trends will outweigh any competitors circling in from external markets. Mr. Merian understands that businesses are built through relationships, and that building strong relationships with GS vendors in particular will be a vital element of GS’ long-term success.

Green Star will contribute social and economic capital back to the Commonwealth and the Brockton community by being a model retail marijuana dispensary and an active member of the community in which it does business. Green Star will not succeed without public input, approval and support of the local community and law enforcement.

2. THE TEAM

Paul Merian, Chief Executive Officer & Chief Financial Officer

Green Star owner Paul Merian is a lifelong resident of Brockton. He is also a well-established local business and property owner in Brockton. Mr. Merian’s family has owned and operated Tuxedos by Merian on the same block on Main Street in Brockton for three generations. The business yields approximately \$750,000 in retail sales each year.

Throughout his 30-plus year career, Mr. Merian has helped customers look their best for their most important and memorable occasions. Mr. Merian, who serves as Tuxedos by Merian’s Treasurer, oversees all financial operations of the business, and manages staff. Mr. Merian leads the salesforce at his facility’s 10,000 square foot factory and showroom. He also oversees logistics for all pre- and post-production operations of the seasonal prom and wedding business. Mr. Merian is heavily involved in daily sales, working one-on-one with customers – bringing exceptional service to very particular clients in the Events industry. Repeat business sales have shown that, led by Paul Merian, Tuxedos by Merian knows how to serve the residents of Brockton and surrounding areas with unsurpassed quality, reliability, and customer service. Supported with rigorous compliance operations, Mr. Merian’s retail experience will be the cornerstone of Green Star’s business model and methodology for conducting adult use marijuana sales in the City Brockton.

Mr. Merian’s current responsibilities include Textiles by Merian, which handles complex clothing repairs and textile restoration for insurance carriers.

All employees of Tuxedos by Merian and Textiles by Merian are residents from Brockton, including two full time employees from Cape Verde and one from Puerto Rico. All three of these employees have been with the company for over 25 consecutive years and comprise nearly 40 percent of the staff.

Over the past 30 years, Tuxedos by Merian has frequently held fashion shows and other fundraising events at local high schools to help students in need with their prom outfits. A percentage of sales from these events are donated to high school fundraising efforts to help mitigate students’ prom expenses. Mr. Merian and family members will also visit local high schools to give “Dress for Success” presentations that discuss the importance of preparing for job

interviews. Since 1989, the Merian family has sponsored the Brockton's annual Holiday Parade, helping turn the occasion into a major citywide event.

In addition to his duties at his family companies, from 1998 to 2015 Mr. Merian served as Vice President of Operations at Kirk & Silbert, a packaging brokerage business.

Mr. Merian is also on the Scholarship Committee at Massasoit College located in the City of Brockton. A pre-eminent American former professional boxer and inductee of the International Boxing Hall of Fame founded this Scholarship. As a youth, this Scholarship Founder grew up on the streets in a New Jersey town. After being roughed up one day, the Founder was determined to become a boxer, and overcame all odds to achieve it. Also, as a teen, the Founder lived in Brockton. Through individuals like the Scholarship Founder, Massasoit College has become a socially conscious institution with a robust Affirmative Action, Equal Opportunity and Diversity Plan. Massasoit College has taken a leadership role through providing an environment where equity and diversity are truly valued beyond verbal commitments and mere tolerance. Mr. Merian is proud to support Massasoit with this impactful initiative, providing guidance and scholarship opportunities to students from diverse cultural and economic backgrounds.

Prior to his fulltime work at Tuxedos by Merian, Mr. Merian worked for Suffolk Construction for two years as a laborer, where he became the go-to person for subcontractors on job sites for this highly regulated industry.

Mr. Merian served as Treasurer from 2014-2015 for the Boston Wedding Group, a nonprofit referral network of wedding vendors. In this voluntary position, Mr. Merian managed membership fees, tracked payments and handled monies for events.

Mr. Merian is an active member and contributor to the Brockton community. He served on the Brockton Zoning Board of Appeals from 2007-2013 and has been a member of the Brockton License Commission since 2013. Both roles are appointed by the Mayor and are voluntary positions.

If Green Star is granted licensure, as discussed and agreed upon with the Mayor of Brockton, Mr. Merian will step down immediately from the License Commission.

As one of five members on the Brockton Zoning Board, Mr. Merian reviewed business applications that required variance for conformity of zoning uses, making sure that any variances strictly adhered to code, and were compliant, as required by the city's and state's pertinent laws and ordinances.

In his role on the License Commission, Mr. Merian works with other Commission members and the Brockton City Solicitor's Office to enforce code for licenses relating to alcohol and food permits for restaurants and special events, as well as new and used car sales licenses, and special permits for fundraising, fairs and one-day events. The License Commission grants and removes licenses, and conducts yearly compliance reviews, acting in accordance with ordinances, codes and compliance as defined by city and state laws.

Green Star plans to be an active contributor and partner to organizations involved in various civic-minded activities and events; please see Green Star's *Positive Impact Plan* included as part of this

application for details.

Knarik Markosyan, Chief Operating Officer & Chief Compliance Officer

Ms. Markosyan has extensive training and knowledge of Colorado's state and local marijuana laws and regulations, experience which she will leverage in her combined role as Green Star's COO. A native of Armenia, Ms. Markosyan is fluent in English, Russian and Armenian, and relates well to people from all cultures and socio-economic backgrounds.

During her time working in Colorado's home health and cannabis industries, Ms. Markosyan worked to actively hire and promote people of color and from disadvantaged backgrounds, typically averaging in the 20 percent range of all employees.

For the past six years, Ms. Markosyan has served in various roles in Colorado's cannabis industry, most recently as Manager and Controller for Green Heart Ltd.'s medical and retail marijuana store in Aurora, Colorado. She has managed, and, in the process, developed firsthand experience related to nearly every aspect of cannabis-related operations, including management and oversight of medical and retail marijuana stores, cultivation centers and manufacturing centers. Ms. Markosyan is in the process of relocating permanently to the Brockton area, in order to provide a dedicated presence to Green Star, ensuring that the company will open correctly and in compliance with all regulations outlined in 935 CMR 500 et. seq.

Green Star understands that compliance is the most important job that Green Star's employees must perform perfectly, every day, no matter what. As such, Green Star believes that Ms. Markosyan's experience in compliance operations in Colorado's cannabis industry, combined with her strong working knowledge of current laws and regulations relating to the cannabis business in Massachusetts, make her an excellent fit for this role.

A major part of Ms. Markosyan's duties will include management and oversight of all operations and compliance-related initiatives at Green Star. Working alongside CEO/CFO Mr. Merian, Ms. Markosyan will remain up-to-date on all cannabis-related laws and regulations and keep the establishment in compliance with 935 CMR 500. In addition, Ms. Markosyan will work closely with the CEO/CFO to establish policies and procedures that safeguard compliance with all applicable laws and regulations. Once Green Star establishes its policies and procedures, Ms. Markosyan will help the company keep its policies and procedures current. She will also ensure that Green Star's staff properly applies and adheres to company policies and procedures. Ms. Markosyan will run frequent checks and audits to enforce the policies and procedures and communicate with others on the management team to regularly improve compliance-related policies and procedures.

Accounting Services

Brockton-based accounting firm Sulmonte & Frenier, LLP (www.sulmonteandfrenier.com/) will provide financial, tax accounting, and advisor services for Green Star. The firm has over 50 years of experience providing accounting, tax and financial services for individuals and businesses throughout New England, with an emphasis on serving clients in the Brockton area.

The firm's area of expertise ranges from basic tax management and accounting services to more in-depth services such as audits, financial statements, and financial planning, and includes:

- Tax Management
- Audits, Reviews, and Compilation
- IRS Representation
- Estate & Trust Planning and Tax Preparation
- Financial & Retirement Planning
- Debt & Financial Advising
- Entity Selection & Restructuring
- Bookkeeping/Write-Up
- Payroll
- Cash Flow & Budgeting Analysis
- Financial Projects & Forecasts
- Business Valuation
- Mergers, Acquisitions, and Sales
- QuickBooks Accounting Help and Assistance

The firm's last peer review was completed October 2018.

Security Director

Under the supervision of the CEO/CFO, the Security Director's responsibilities will include developing and managing the Security Policies and Procedures for Green Star, while implementing, administering, and revising the policies as needed. Among other duties, GS' Security Director will also ensure compliance with all provisions of 935 CMR 500.110 and train and supervise security agents.

GS' Security Director, Daniel Matukas, is an accomplished 30-year police and security professional with deep experience in criminal, civil and safety issues. He has a longstanding partnership with the City of Brockton's Police K-9 unit on search and recover operations and has supported detectives for Brockton's and Massachusetts State Police's Undercover Drug Units.

Mr. Matukas has provided protection for large name musical groups and managed numerous crowd control situations. A former Marine Corps Squad Leader, Mr. Matukas is a Persian Gulf war veteran. He holds a degree in Criminal Justice from Western New England University.

Store Managers

Store Managers will have previous experience managing a retail business, preferably a cannabis business.

Store Managers will be trained by Mr. Merian and supervised by both Mr. Merian and Ms. Markosyan. This is critical, since Store Manager(s) will in turn train and supervise the staff.

Store Managers' responsibilities will include:

- Purchasing cannabis products for the shop based on inventory needs
- Opening and closing the store
- Overseeing incoming and outgoing cash
- Checking in all incoming products; ensuring that all products meet compliance regulations and quality standards
- Overseeing product inventory
- Staffing and training store staff
- Assisting employees with daily operations
- Handling customer complaints and compliance violations
- Ensuring quality service and products
- Reject non-compliant products and accept all compliant products
- Organizing cannabis products in the tracking system and preparing them to go on the sales floor
- Ensuring all inventory is accurately tracked and no product is missing
- Reporting inconsistencies in inventory as well as any compliance violations
- Performing weekly inventory checks to ensure accuracy and compliance
- Pulling and destroying any expired or poor-quality products
- Stocking shelves with excess products

Inventory Manager

Green Star's Inventory Manager will oversee daily inventory at the dispensary. The Inventory Manager will also be responsible for weekly and monthly inventory counts and waste disposal. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties will include, but are not limited to:

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

Human Resources Manager

The Human Resources Manager will support the executive management team to implement all personnel policies and procedures for Green Star, including processes of hiring. The Human Resources Manager will also:

- Oversee hiring and release of Green Star agents;
- Handle any and all agent discipline as necessary;
- Develop training schedules and policies for Green Star agents under the supervision of the executive management team and department managers;
- Review and revise Green Star personnel policies and procedures as needed and in consultation with the executive management team and department managers; and

- Ensure compliance with any and all workplace policy laws and requirements.

Retail Manager

The Retail Manager will oversee GS' Member Services Agents and will manage GS' daily retail operations, including:

- Retail staff training and supervision;
- Inventory tracking implementation;
- Using feedback tools to ensure customer satisfaction;
- Escalating and reporting any incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data and sales flows.

Staff / Store Employees

Green Star will seek to hire people with previous experience in the cannabis industry and who also have a sales background. GS plans to foster a positive work environment and will take concrete and measurable steps to promote an inclusive and welcoming team environment. Just as with GS' store managers, all store employees will be subject to a background check and to confirm that they have the required occupational licenses.

Consistent with Green Star's Diversity Plan and its plan to positively impact the City of Brockton – a designated area of disproportionate impact – Green Star will hire a diverse workforce that includes people of color, women, veterans, people with disabilities and those of all gender identifications and sexual orientations.

Legal Counsel

HyeCorp LLC d/b/a Green Star plans to retain a law firm experienced in Massachusetts compliance and cannabis law to provide ongoing representation. This legal counsel will inform and support Green Star's Chief Compliance Officer so that the company stays compliant with all laws and regulations, and is informed about any changes to the laws, rules and regulations of the Commonwealth of Massachusetts and local jurisdictions where Green Star does business.

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

3. THE BUSINESS MODEL

3.1 Vision, Mission and Values

Green Star has a simple but clear mission: to purchase the best possible cannabis and cannabis products, then sell those cannabis and cannabis products while offering an optimal customer experience. By not spending time, capital, labor and other high value assets to produce and distribute cannabis, Green Star will be able to provide high quality products at competitive prices to retail consumers.

Green Star seeks to create an optimal customer experience by designing an attractive and inviting interior environment that offers a safe, smart and efficient method of product selection, via a simple store layout and easy to use point of sale system. Green Star will carefully follow any regulatory related compliance, while being an excellent community partner and neighbor. Green Star wants to help Brockton's economy grow and will do this in part by hiring and training a highly diverse and qualified team of local talent. Service and quality, along with value pricing, will differentiate Green Star from the competition.

3.2 Products

Green Star will offer a range of cannabis products, including the items listed below. Green Star's products will comply with all guidelines and regulations determined by the Cannabis Control Commission, as per 935 CMR 500.140(5), CMR 500.150(1) and CMR 500.150(4).

In addition to traditional indica, sativa, and hybrid cannabis flower, Green Star will offer its customers a variety of products and services, including but not limited to:

- Food/Beverages
- Pre-Dosed Oil Vaporizers
- Tinctures
- Ingestion Capsules
- Concentrates
- Topical Salves
- Creams/Lotions
- Patches
- Oral Mucosal/Sublingual Dissolving Tablets
- Sprays
- Inhalation Ready to Use C02 Extracted Hash Oils

3.3 How Green Star's Business Model Is Different from the Competition

Green Star does not aim to become a vertically integrated marijuana operation. As mentioned earlier, Green Star will instead focus on its customers by selling high-quality cannabis and cannabis related products in a friendly, knowledgeable and service-oriented environment.

Green Star will avoid the risky, expensive and time-consuming aspect of growing cannabis or infusing other products with cannabis concentrate, and instead invest time and energy in creating a superior retail experience by offering consistently excellent customer service and high-quality cannabis products.

Green Star will invest significant capital in the construction and renovation of its retail store, security systems, inventory and other equipment necessary to create an enjoyable and safe retail environment for customers, visitors and staff. Once the building and other pre-opening details are complete, upon the receipt of full licensure from the CCC and the City of Brockton, Green Star will purchase inventory for sale.

Green Star anticipates that sales will increase steadily over time, particularly during the store's

first year of operation. Green Star is prepared to support this early period of growth with adequate amounts of capital reserves to continue operations until the store becomes self-sufficient and profitable. Once the store is sustainably profitable, Green Star will be able to recapture its initial capital investment.

Green Star's management team recognizes that once the retail operation becomes profitable, it will continue to hold adequate capital reserves in reserve to cover any unexpected capital needs and expenses.

3.4 Value Proposition

Green Star believes that its customers will enjoy visiting the dispensary because of its high-end and convenient customer experience model. The store will feature a simple yet sophisticated and modern design that will also be warm and inviting for customers and visitors. The overall atmosphere will be welcoming, friendly and professional. The store will feature comfortable places to sit and order products from tablet devices, or to read information about cannabis and the products available for purchase on a digital menu, which will be updated daily.

After entering the store, customers will be able to view and examine without touching products before making a purchase. GS agents will offer customers educational materials about available products including details about the type, potency, benefits and potential side effects, if any, of each product on personal tablets, which customers will be able to use while they shop. Educational materials will also be on display for customers to refer to and take home with them.

Because Green Star will not need to invest significant capital in a grow facility, it will be able to sell products at or slightly below current market value. Green Star believes that offering its unique customer experience will also help define its branding efforts, which will be reinforced by significant investment in advertising and marketing to appropriate, 21-and-over aged audiences. Ultimately, it will be the ease, accessibility, convenience and above all, good value in terms of price and high-quality products that will draw new and loyal customers into the store and generate repeat business.

3.5 Target Markets

Since cannabis consumers span nearly all demographic categories, Green Star seeks to promote a tasteful experience that is enjoyable and inviting for adults over the age of 21 from all cultures and socio-economic backgrounds. Green Star will achieve this by providing high quality, standardized products at competitive prices. At the same time, Green Star fully understands that cannabis is not something that should be advertised in a way that makes cannabis appealing to children, or in a way that disrespects those who do not support legal cannabis. Green Star's advertising will therefore be both effective and compliant with 935 CMR 500.105(4)(a), (b) and (c).

3.6 Our Commitments to Brockton and the Commonwealth of Massachusetts

Green Star's goals include:

- Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and cannabis derivatives;

- Hiring as many employees and vendors from Brockton and nearby surrounding areas as possible;
- Hiring and retaining an extremely diverse and culturally representative pool of employees;
- Providing employees with learning opportunities so that they can flourish professionally;
- Empowering Brockton's next generation of entrepreneurs and leaders through proactive mentoring, hiring, training, and teaching; and
- Providing safe, effective, consistent cannabis products of the highest quality at competitive prices and excellent customer service.

3.7 Operations

Green Star will establish rigorous inventory controls and procedures for reviewing comprehensive inventories of cannabis products in storage. GS will also conduct a monthly inventory of cannabis in storage; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

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

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

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

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

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

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

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

Prior to commencing operations, GS will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure

payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Green Star.

3.8 Security

Green Star will work closely with law enforcement officials to update and include their recommendations into its Security Plan. Features of GS' Security Plan include identification and access procedures, physical interior and exterior security, alarm and video systems and surveillance, transportation and delivery of cannabis products between marijuana establishments, community relations and incident reporting, and procedural security related to the receipt and storage as well as loss prevention and inventory control of cannabis product.

GS' executive team, in conjunction with local law enforcement, will conduct an annual review and update GS' Security Plan, as well as any security related policies and procedures. GS will share all its security plans and procedures with local law enforcement authorities as per 935 CMR 500.100 (9)(e)(1), (2), (3) and (4).

Green Star will conduct regular Security Audits per 935 CMR 500.110 (8). GS will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than thirty (30) calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, GS must also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Please see the section in this application on Green Star's *Security Plan Policy* for more details on the Company's day-to-day security operations and management team.

3.9 Benefits to the Municipality

The City of Brockton approved the 2016 Ballot Question 4 to legalize adult use marijuana with 51.7% of the vote. Green Star's Marijuana Establishment will be located at 327 North Pearl Street in Brockton, an area identified by the CCC as an Area of Disproportionate Impact. As such, Green Star is dedicated to serve and support populations falling within all areas of disproportionate impact, in this case, the entire City of Brockton.

Green Star seeks to establish a mutually beneficial relationship with its host community and neighbors in exchange for permitting GS to site and operate. Green Star looks forward to working closely with its host community to ensure that GS operates as a responsible, contributing neighbor and business partner.

As host community, the City of Brockton stands to benefit in various ways, including but not limited to:

- **Jobs:** A Retail facility expects to add roughly 12 full time jobs to start, with double that number projected in the store's ensuing months of operation. This is in addition to hiring numerous local contractors and vendors to build and maintain GS' retail operation.

- **Economic Development:** GS' renovation of its Brockton space will help revitalize North Pearl Street's busy commercial area. It will also further contribute to the overall economic development of the local community by hiring local contractors and other vendors.
- **Monetary Benefits:** A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
- **Control:** In addition to the Commission, the host's Police Department and other municipal departments will oversee GS' security systems and processes.
- **Responsibility:** Green Star's management team of experienced business and retail professionals, as well as its committed support staff, will be thoroughly background-checked and carefully vetted by the Commission.
- **Access to Standardized, Quality Products:** GS will allow qualified consumers in the Commonwealth to have access to high quality cannabis and cannabis products that are thoroughly tested for cannabinoid content and contaminants.

A Closer Look at Cannabis-Related Community Benefits: Current Research

The potential societal and economic impacts of cannabis dispensaries (marijuana establishments/retailers) have been the focus of intense interest and debate in the media and by the public. Fortunately, the impact of cannabis retailers on their host communities have increasingly become the focus of rigorous scientific study and research. In addition to the benefits listed above, some of the recent findings listed below suggest that Green Star's retail marijuana establishment in Brockton could introduce similar benefits to the local community:

Retail Cannabis and Public Safety

To date, research shows that retail cannabis facilities do *not* cause increased criminality – rather, evidence suggests that the presence of marijuana establishments such as Green Star can help reduce property crimes in the communities where they are located, in part by reducing the number of vacant buildings and introducing security measures such as improved lighting and surveillance systems.¹ A study that examined data from the City of Los Angeles found that an open dispensary provided an estimated \$30,000+ a year in social benefit from prevented larcenies.²

Retail Cannabis and Property Values

¹ High on Crime? Exploring the Effects of Marijuana Dispensary Laws on Crime in California Counties, IZA Institute of Labor Economics Discussion Paper Series, May 2018

² Going to pot: The impact of dispensary closures on crime. Journal of Urban Economics, 2017

Studies of the impacts of recreational marijuana legalization on local communities in Colorado, including the City of Denver, found that single family residences within 0.1 miles or closer to a retail location increased in value by about 8.4% compared to homes located between 0.1 miles and 0.25 miles in the year prior to legalization.³ An additional study found that Colorado housing values increased by an average of 6% after that state legalized recreational cannabis.⁴

Please refer to the section on the *Plan to Positively Impact Areas of Disproportionate Impact* for more information on Green Star's plan to help improve its local host community.

3.10 Zoning

The address for the Marijuana Establishment is 327 North Pearl Street, Brockton, Massachusetts. The Dispensary complies with all Brockton Recreational Marijuana zoning requirements.

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

Per local zoning ordinances, Green Heart's proposed retail location is *not* within 500 feet of another marijuana establishment.

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

3.11 Regulations

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

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

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

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

3.12 Operations

³ Contact high: The external effects of retail marijuana establishments on house prices, Real Estate Economics, 2017

⁴ The effect of legalizing retail marijuana on housing values: Evidence from Colorado, University of Mississippi working paper series, 2016

Green Star will file for licensure with the Commission to operate as a Marijuana Retailer in Brockton.

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

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

Green Star and GS agents will comply with all local rules, regulations, ordinances, and bylaws. GS will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

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

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

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

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

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

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

3.13 Dispensing

GS will dispense marijuana at 327 North Pearl Street, Brockton, Massachusetts. In accordance with 935 CMR 500.140(3), access to GS' facility will be limited to individuals 21 years of age and older. If individuals are younger than 21 years old but 18 years of age or older, they will not be admitted unless they are a registered qualifying patient or caregiver and produce an active Program ID Card issued by the Cannabis Control Commission. If individuals are younger than 18 years old, they will not be allowed on the premises unless they are a registered qualifying patient and produce an active medical registration card and they are accompanied by a personal caregiver with an active Program ID Card. In addition to the Program ID Card, registered qualifying patients under the age of 21 and personal caregivers must also produce proof of identification.

Upon a customer's entry into GS' premises, a GS agent will immediately inspect the customer's proof of identification and determine the individual's age. No one will be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

At the door, a designated GS staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, that person will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a GS agent.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out will also activate the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). Per M.G.L. c. 94G §7, sales are limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

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

In the event a GS agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any cannabis products to the customer.

Sales Equipment & Systems

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

Pursuant to 935 CMR 500.140(6)(d), GS will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, GS will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Green Star will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon

request. Further, GS will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000. GS will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Sanitation and Cleanliness

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

Educational Materials

In compliance with 935 CMR 500.140(8), GS will provide educational materials designed to help consumers make informed marijuana product purchases. GS' educational materials will describe the varying types of products available at Green Star, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.

Marketing Plan

HyeCorp LLC d/b/a Green Star intends to allocate a combined portion of sales and initial capital on advertising, as well as additional capital expenditure from Green Star's capital reserves as needed.

Green Star's Marketing Plan has three aspects. First, HyeCorp LLC d/b/a Green Star will create a storefront that attracts customers with attractive, tasteful, understated signage. Second, Green Star will create a website which is attractive and informative to its customer base and that clearly explains the products that GS will sell. Third, Green Star will focus on print media. To the extent there are significant restrictions on print media, GS will focus on several local area magazines dedicated to adults to ensure that at least eighty-five percent (85%) of the audience for Green Star's advertising reaches adults who are age 21 years and older.

Communication

Green Star will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

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

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

Green Star plans to also communicate with customers via:

1. A company run website;
2. A company blog;
3. Cannabis discover networks such as WeedMaps and Leafly;
4. Social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
6. Opt-in direct communications via an email service provider such as Constant Contact or Mail Chimp.

Sales Strategy

Green Star will increase sales of products by engaging customers with knowledgeable and service-oriented in-store personnel, and by creating an innovative product line that responds to customer needs.

Green Star will seek to market its products and services at appropriate events where eighty-five percent (85%) or more of the audience is reasonably expected to be 21 years of age or older as determined by reliable, current audience composition data. At these events, GS will market its products and services to reach a wide range of qualified adult consumers.

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily divide products with multiple servings into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “**INCLUDES MULTIPLE SERVINGS.**”

Green Star will not sell multiple serving beverages and each single serving of an edible

cannabis product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a cannabis product. At no point will an individual serving size of any cannabis product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

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

Green Star's logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. An image of the logo is shown below:



4. FINANCIAL ANALYSIS

As part of the business plan, HyeCorp LLC d/b/a Green Star has developed a 12-month cash flow projection. The projection uses assumptions to estimate the revenue, capital investment and capital expenditures, which are detailed in the following paragraphs. Those 12-month projections will allow Green Star to recognize an ending cash balance of \$150,000 that is available for distribution or reinvestment in future marijuana businesses.

Revenue Strategy

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

Revenue Forecast

The cash projection illustrates the forecasted earnings for HyeCorp LLC d/b/a Green Star. GS expects revenue will be driven by the availability of wholesale product in the marketplace. GS forecasts that revenues will increase at a higher rate in the beginning months of operations as new customers visit the store and more product is available for sale. Overall revenues are expected to

increase 65% within the first 12 months. The nature of the marijuana industry allows Green Star to forecast higher than usual revenue growth.

Capital Investment

HyeCorp LLC d/b/a Green Star expects an initial cash investment of at least \$300,000 by its owners. Based on the cash projection, the cash investment will be sufficient to provide for the construction of the building, start-up costs and capital expenditures, and the first month of business. After that, the cash from the sale of product should sustain the purchase of product for sale, operating costs, and growth. Green Star expects to maintain a minimum cash balance of \$10,000 at all times.

Capital Expenditures

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

Cost of Goods Sold

The cash projection estimates that flower product can be purchased on the wholesale market for \$2,000 per pound. HyeCorp LLC d/b/a Green Star understands that the wholesale market is volatile, especially in a market where producers will compete in a new, highly regulated market. Green Star also understands that the cannabis wholesale market will fluctuate depending on the quality and supply. Consistent with current industry practices, Green Star's non-flower product will have a 33% mark-up.

Operating Costs

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

5. EXTERNAL ENVIRONMENT

Current Economy

Fortunately, our current economy is growing overall. On a local level, however, Brockton, Massachusetts has been designated as an area of disproportionate economic impact. On the plus side, Brockton has recently seen an uptick in recent investments in its downtown district thanks to aid in the form of Federal and state tax credits, as well as advantaged incremental tax financing plans and incentivized loan programs. These projects are injecting much needed investment, including the construction of residential units, to Brockton's downtown. However, there is a lag in significant commercial and industrial investment in downtown Brockton.

Significant inventory of empty commercial, industrial and warehouse space remains throughout the city. Demand for residential real estate market in Brockton is strong and still growing, which, due to competitive pricing and access to public transportation via the MBTA's commuter rail station, increasingly draws a diverse group from Boston and surrounding communities, especially as housing prices in other areas of the state continues to climb. One recent study featured in the Boston Globe⁵ revealed that Brockton's black population more than tripled from 1990 to 2016. During that period, one-fifth of home loans made to blacks in Massachusetts went to homebuyers in Brockton, nearly double the amount lent to black homebuyers in Boston.

In addition to its strong residential real estate market, the City of Brockton's demographics reveal an incredibly diverse community, albeit one that is still well below the state's average household income. 2010 US Census data⁶ reveal a population of some 93,810 residents, of which 41% are black or African American and 42% white. Therefore, HyeCorp LLC d/b/a Green Star's investment in Brockton will serve a growing, diverse customer base that will also most likely continue to become more affluent and educated over the next decade and beyond.

Market Analysis and Key Trends

While a comprehensive study of current retail marijuana sales trends would be unreliable at this point given the brief period that retail marijuana has been available for purchase in Massachusetts, one positive indicator are the increasing tax revenues realized by the Department of Revenue and local municipalities. Given this trend, HyeCorp LLC d/b/a Green Star believes that getting an early foothold into the Brockton retail cannabis market, which is currently nonexistent, will provide Green Star with ample room to grow its customer base.

Competitor Analysis and Competitive Advantage

HyeCorp LLC d/b/a Green Star expects some competition in the market as other marijuana businesses obtain licensure and open retail stores in the Brockton area. Although zoning regulations are not final, the expectation is a limit of eight (8) Retail licenses will be available for

⁵ <https://www.bostonglobe.com/metro/2019/05/07/boston-has-had-seismic-demographic-shifts-among-its-foreign-born-population-report-says/m1m8xOkvx5CZRb9QNOJpIP/story.html>

⁶ <https://www.census.gov/quickfacts/fact/table/brocktoncitymassachusetts/RHI225217>

issuance. Two (2) designated for the existing Medical Marijuana Dispensaries, four (4) designated for general commercial zones and two (2) are limited to the downtown area.

Despite the number of available licenses in Brockton, Green Star has several advantages which will allow it to overcome potential obstacles of competition. First, Green Star will be a marijuana retail center without a vertically integrated grow house. Because Green Star does not plan to open a cultivation facility, the company will have significantly more time and resources to devote to retail sales and providing its retail customers with outstanding products and service.

Green Star is also extremely well capitalized and will therefore be able to absorb any unexpected business expenses. This includes any necessary outlay of additional capital in the event of an unanticipated expenditure or drop in sales.

Green Star owner and CEO/CFO Paul Merian purchased 327 North Pearl Street, Brockton in cash in June 2018 with the hope of making the property the permanent, long-term location for the new Green Star retail dispensary. Finally, Green Star's anticipated retail marijuana store is conveniently located in Brockton on Route 27 on the Stoughton/Brockton border, an area which falls within a federal Opportunity Zone. The dispensary location is also near successful, well-established businesses such as Panera Bread, TJ Maxx, and Walmart. Located across the street from a bus stop and within easy access to Route 24, Green Star's store will be well suited to draw customers from a wide geographical area.

6. IMPLEMENTATION ROAD MAP

First, Green Star must obtain its license from the Commission. Next, Green Star will need to begin construction and rehabilitation of its facilities. GS must also purchase and install computers, alarms, security equipment and other miscellaneous items. Once Green Star has completed these tasks, it will need to purchase inventory and begin advertising and marketing campaigns to attract customers. Once Green Star has established a large and loyal customer base, Green Star will operate a safe and convenient dispensary which will create a consistent, generous revenue stream.

7. RISK ANALYSIS

Specific Limiting Factors and Obstacles

One limiting factor which could potentially affect Green Star is the availability of inventory at the start of opening its store, in addition to the potential fluctuations in wholesale price of cannabis and cannabis-infused products. Despite this, however, Green Star believes that the time and resource savings it will gain from not having to produce cannabis will allow it to make up for any lost revenues associated with its exposure to market forces in terms of the price of inventory and cost of goods sold.

Competition may indeed dampen Green Star's success, however due to the business and industry experience as well as local ties of its management team, in addition to the fact that the Brockton's cannabis retail market is completely untapped, seem to be factors which will enable Green Star to

gain a toehold in attracting and retaining customers, helping it thwart competition threats, at least in the short- and medium-term.

8. CONCLUSION

As a Marijuana Establishment without a cultivation or production facility, Green Star's business model significantly reduces the risks associated with operating a Marijuana Retail Center. Green Star will therefore be able to focus on what it does best: selling cannabis to adults aged 21 and over in a safe, compliant, and customer-focused environment.

Green Star's experienced and reliable management team will provide sound leadership, enabling Green Star to succeed as an exemplary member of the Brockton community and as a model Marijuana Retail Dispensary for the Commonwealth of Massachusetts.

Green Star's owners and employees alike will comply with all the rules and regulations specified in 935 CMR 500.000 pertaining to Adult Use of Marijuana. The GS team is committed to the safety of its employees, customers, and its neighbors, and, by establishing a strong retail presence in Brockton, will serve as a trusted community partner and advocate. Green Star's CEO/CFO and Security Director have a lifetime of experience living and working in the community and they, along with the entire executive team, will ensure that GS will be an exemplary member of Brockton's business community.

Each member of the Green Star team will serve its customers and community with outstanding customer service. GS will provide educational materials on safe and legal cannabis consumption. Green Star is strongly committed to investing in Brockton, and in strengthening the community in which it will have a retail presence.

GS believes in fostering a vibrant and diverse workforce that reflects the diversity and talent of the City of Brockton and its surrounding communities. Green Star will provide employment opportunities to a diverse and qualified pool of potential job candidates. GS will also provide updated training programs and growth opportunities for its employees, so that all members of GS team are empowered to reach their full potential as employees and as productive and healthy members of the community.

Green Star's team of experienced business professionals will work under an established and compliant framework of high quality standard operating procedures, educational and developmental plans, and growth strategies.

In the first two months of legal retail cannabis operations in Massachusetts, sales reached nearly \$24 million⁷. Green Star is excited to contribute to this growth by positioning itself as a responsible employer and job creator in the City of Brockton and the Commonwealth of

⁷ CCC data, posted Jan. 23, 2019 on MassLive.com

Massachusetts. GS looks forward to working as a committed community partner with the City of Brockton to share the benefits of this new and rapidly growing industry.

HyeCorp LLC

d/b/a

Green Star



PLAN FOR LIABILITY INSURANCE

I. Insurance

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



Established 1919

BOYNTON INSURANCE AGENCY

June 3, 2019

Cannabis Control Commission
101 Federal Street
Boston, MA 02110

RE: Hycorp, LLC
137 Main Street
Brockton, MA 02301

Ladies and Gentlemen:

We are pleased to advise you Hycorp, LLC has made proper application through our agency for General Liability and Product Liability insurance with minimum limits of \$1,000,000 any one occurrence, and with a \$2,000,000 annual aggregate limit of liability. In addition, Hycorp, LLC has made proper application for liability insurance in excess of the forgoing limits of liability. Applications are made through and to the companies listed below and others. Underwriters have received applications, and we anticipate proposals this month. Hycorp, LLC has purchased a bond through our agency with a bond amount in compliance with the Cannabis Control Commission's request. We look forward to providing coverage and are prepared to advise you accordingly.

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

Yours truly,

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

HyeCorp LLC

d/b/a

Green Star



**PERSONNEL POLICIES INCLUDING
BACKGROUND CHECKS**

Overview

HyeCorp LLC d/b/a Green Star (“GS”) will only hire Staff (a/k/a “Agents” and/or “Employees”) who comply with background regulations disseminated by the Commission.

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- The job description or employment contract that includes descriptions of the agent’s duties, authority, responsibilities, qualifications, and supervision;
- Required training, including training regarding privacy and confidentiality requirements, and the signed statement of the person indicating the date, time, and place the agent received said training;
- Performance evaluations;
- Records of any disciplinary action taken;
- Background investigation, including CORI reports;
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

GS policy requires the IMMEDIATE DISMISSAL any Staff member who:

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

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

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

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

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

Job Descriptions

Chief Executive Officer/Chief Financial Officer: The CEO/CFO shall provide overall leadership and vision for Green Star. The CEO/CFO will work with and support the executive management team and employees to assure that GS sets reasonable business and community benchmarks, in order to achieve its goals and fulfill its mission. CEO/CFO duties will include but are not limited to the following:

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

Chief Operating Officer/Chief Compliance Officer: In this combined role, the COO/CCO shall operate and be responsible for the maintenance, staffing and ongoing operation of the retail facility. COO/CCO duties shall include:

- Work with the CEO/CFO to manage financial reporting and budgeting;
- Oversee policies and procedures relating to the retail facility;

- Work with the Security Director to oversee background check process on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
- Coordinate all staff work hours, assignments and collaborations;
- Develop plan to meet the demands of the business;
- Manage GS' human resources team;
- Manage payroll administration;
- Supervise accounting and payables functions;
- Oversee tax preparation and auditing in conjunction with the CEO/CFO and Certified Tax Accountant;
- Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160;
- With the CEO/CFO to uphold company and facility compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;
- With the CEO/CFO to facilitate GS' interactions with state regulators and municipal officials;
- Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
- Prepare and amend as needed a GS plan to assure ongoing compliance with the provisions of 935 CMR 500.101 et seq.;
- Prepare and amend as needed a set of detailed written operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);
- Keep and maintain all GS records, making them available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
- In collaboration with the Director of Security, implement and administer background checks and suitability determinations on all GS employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
- Review background checks prior to any employee start date, and before any employee is granted access to any GS facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100; and
- Register each employee with DCJIS pursuant to 803 CMR 2.04 to determine suitability.

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

To further ensure employee suitability, Green Star's Security Director will:

- Review any and all conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
- Review any and all criminal disqualifying conditions, offenses, and violations, including the crimes of attempt, accessory, conspiracy, and solicitation.

- Where applicable, review all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Not consider juvenile dispositions as a factor for determining suitability.
- Ensure compliance with all provisions of 935 CMR 500.110;
- Train and supervise security agents;
- Provide staffing, shift change and general oversight of security operations;
- Review and ensure proper maintenance of all security apparatus, including
- physical, human and technological security methods and equipment;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Provide training specific for Security Agents prior to commencing job functions;
- Maintain frequent contact with state inspectors and local law enforcement authorities;
- Maintain lists of agents authorized to access designated areas of the GS facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the GS facility;
- Lead a management team to ensure policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of GS agents and assets;
- Maintain all security-related records, incident reports and other reports written by security agents; and
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times.

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

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

Human Resources Manager: GS' HR Manager will support the executive management team. The HR Manager will implement all personnel policies and procedures for GS, including hiring processes. The Human Resources Manager will also:

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

Inventory Manager: The Inventory Manager will oversee GS' inventory on a day-to-day basis. The Inventory Manager will be responsible for weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform a yearly comprehensive inventory together with the executive management team. Additional duties include, but are not limited to:

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

Inventory Associate: Inventory Associates support the Inventory Manager during GS' daily operations. Responsibilities will include:

- Ensuring all products are properly stored, labeled, and recorded in GS inventory system;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;

- Ensuring waste is properly stored;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory; and
- Coordinating the waste disposal schedule and ensuring GS' policies and procedures for waste disposal are followed.

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

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

Retail Agent: Ensures that each GS customer is treated with respect while at a GS facility. Responsible for making sure that each customer receives the appropriate amount of individualized attention in order to address their specific needs and questions. Job responsibilities include:

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

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

Standards of Conduct

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

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

Workplace Attire

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

At-Will Employment

GS' policy is to support is at-will unless otherwise stated, as consistent within the Commonwealth of Massachusetts.

Violence and Weapons

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

Hours of Operation

Monday: 8:00 a.m. – 10:00 p.m.

Tuesday: 8:00 a.m. – 10:00 p.m.

Wednesday: 8:00 a.m. – 10:00 p.m.

Thursday: 8:00 a.m. – 10:00 p.m.

Friday: 8:00 a.m. – 10:00 p.m.

Saturday: 8:00 a.m. – 10:00 p.m.

Sunday: 8:00 a.m. – 10:00 p.m.

Personnel Policies and Procedures

Standard Employment Practices

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

Investigations

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

Compliance with Law and Regulation

TM's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the

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

Job Classifications

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

Work Schedules

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

Performance Reviews

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

Advancement & Compensation

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

Mandatory Meetings and Community Service Days

Each month, GS will conduct mandatory, repeating company-wide meetings. Certain personnel, such as housekeeping staff, may not be required to attend every meeting. Department managers will determine employee attendance. Department managers will also schedule and conduct

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

Breaks

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

Leave Policies

GS leave policies will comply with all applicable state and federal statutes. All full-time employees will receive two (2) 40-hour weeks of paid vacation annually. Leave must be requested at least two (2) weeks in advance and approved by the CEO/CFO or designee. GS anticipates observing all national holidays and will elect on an annual basis whether to observe state holidays.

Disciplinary Policy

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

Step 1: Individual Advice and Counsel

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

Step 2: Written Warning

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

Step 3: Final Written Warning

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

Step 4: Termination of Employment

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

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

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

Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Separation of Employment

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

Return of Property

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

Termination of Benefits

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

Health Insurance

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

Agent Background Checks

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

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

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

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

HyeCorp LLC

d/b/a

Green Star



**POLICY CONCERNING
MAINTENANCE OF FINANCIAL RECORDS**

Maintenance of Financial Records

HyeCorp LLC d/b/a Green Star (“GS”) maintains all records onsite, available for inspection by the Commission, upon request.

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

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

Written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:

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

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

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

GS’ confidential information will be kept in a secure location, separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

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

- Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
- Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
- Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
- Adopting separate accounting practices at the point-of-sale for cannabis and cannabis product sales, and non-cannabis sales;
- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

Additional written business records will be kept, including, but not limited to, records of:

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

HyeCorp LLC

d/b/a

Green Star



**POLICY CONCERNING
RECORD KEEPING PROCEDURES**

Record Keeping Procedures

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

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

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

Corporate Records

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

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

Personnel Records

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

- Job descriptions for each employee and volunteer position, along with organizational charts consistent with the job descriptions;
- A personnel record for each GS Staff member. These records will be maintained by GS for at least twelve (12) months after termination of the individual's affiliation with GS and shall include, at a minimum, the following:
 - all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision for that position;
 - documentation of periodic, regular performance evaluations;
 - documentation of verification of references;
 - documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating

- the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- a record of any disciplinary action taken; and
- notice of completed responsible vendor and eight-hour related duty training.

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

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

Business Records

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

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

Handling and Testing of Marijuana Records

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

Inventory Records

GS' 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

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

Incident Reporting Records

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

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

Visitor Records

All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be accompanying the visitor.

Security Records

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

Transportation Records

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

Agent Training Records

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

Records Closure Policy

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

Policies and Procedures Records

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

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

- A description of the Company's hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
- Policies and procedures for the handling of cash on Company premises including but not limited to storage, collection frequency and transport to financial institution(s);
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Agent security policies, including crime prevention and personal safety techniques;50 Security measures in compliance with 935 CMR 500.110;
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
- Policies for an alcohol, smoke, and drug-free workplace;
- Quality control plans, including product testing for contaminants in compliance with 935 CMR 500.160;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- A plan describing how confidential information will be maintained; and
- Policy for the immediate dismissal of any dispensary agent who has:
 - Been convicted, entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
 - Diverted marijuana, which will be reported the Police Department and to the CCC; or
 - Engaged in unsafe practices with regard to Company operations, which will be reported to the CCC.

Record Retention

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

Personnel Policies, Including Background Checks

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

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

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

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

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

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

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

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

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

HyeCorp LLC

d/b/a

Green Star



**POLICY CONCERNING
QUALIFICATIONS AND TRAINING**

Qualifications and Training

Green Star (“GS”) only hires Staff who comply with State regulations in accordance with 935 CMR 500.030. GS’ staff meet minimum age requirements of 21 years of age or older and have completed and shall maintain Responsible Vendor Training Program certification, all as promulgated by the Commission under 935 CMR 500.105(2)(b).

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

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

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

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

GS will employ a Chief Operating Officer/Chief Compliance Officer (COO/CCO) who will oversee hiring and training of all Staff and will conduct periodic compliance checks to ensure Staff has retained such knowledge.

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

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

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

Marijuana Establishment Agent Training

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

Responsible Vendor Training

1. On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of

licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”

2. Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within ninety (90) days of hire.

3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

5. Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Certification Training Program Standards

a. No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment;

b. Program providers shall submit their programs to the Commission every two (2) years for approval as a responsible vendor program;

c. The program shall include at least two (2) hours of instruction time;

d. The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;

e. The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three (3) years;

f. The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;

g. The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;

h. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;

i. Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and

j. Program providers shall solicit effectiveness evaluations from individuals who have completed their program. Certification Training Class Core Curriculum.

a. Discussion concerning marijuana’s effect on the human body. Training shall include:

i. Marijuana’s physical effects based on type of marijuana product;

ii. The amount of time to feel impairment;

iii. Visible signs of impairment; and

iv. Recognizing the signs of impairment.

b. Diversion prevention and prevention of sales to minors, including best practices;

c. Compliance with all tracking requirements; and

d. Acceptable forms of identification. Training shall include:

i. How to check identification;

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

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Green Star



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

Restricting Access to 21 and Over

As per 935 CMR 500.140 (2) On-premises Verification of Identification for Adult Use Only Locations, upon entry into Green Star's (GS) retail premises by an individual, a GS agent shall immediately inspect the individual's proof of identification and determine the person's age. No one shall be admitted to the premises unless the retailer has verified that the person is 21 years of age or older by an individual's proof of identification.

GS' retail store layout is designed to enable access to consumers with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program.

Upon entry into the premises of GS' retail marijuana establishment by an individual, a GS security agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

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

In the event GS discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l).

Furthermore, GS will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), GS will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21.

GS will not engage in any advertising, marketing and branding via television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

GS will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of

age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”

Pursuant to 935 CMR 500.105(6)(b), GS’ packaging for any cannabis or cannabis products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

GS’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

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

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

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

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

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

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

Clearly intoxicated or impaired persons shall be DENIED ENTRY.

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**POLICY CONCERNING
QUALITY CONTROL AND TESTING**

Quality Control and Testing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for operations.

Green Star's policy ensures that the plumbing equipment will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. Green Star will maintain a maintenance log of inspections and repairs completed to the plumbing service to ensure the system is maintained as required.

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

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

HyeCorp LLC

d/b/a

Green Star



DIVERSITY PLAN

Introduction

Green Star's ("GS") proposed retail store will be located at 327 North Pearl Street, Brockton, Massachusetts. Per the Massachusetts Cannabis Control Commission's most recent guidelines, the entire City of Brockton is designated as an area of disproportionate impact.

Green Star will develop and maintain a robust Diversity Plan. GS is well aware that the success of its business relies on hiring and developing a workforce that is truly diverse and that reflects the community in which GS is located. Diversity plays a vital part in Green Star's commitment to its neighbors. Green Star will create a vibrant, diverse work culture that reflects its commitment to its community.

GS' Diversity Plan promotes equal pay and opportunities for minorities, women, veterans, people with disabilities, and people who identify as LBGTQ+. GS will do everything in its power and ability to employ and advance qualified and diverse people at all levels of management and staff.

Impact Groups

Green Star aims to hire people who meet the criteria set forth in the Commission's requirements for diversity, namely:

- Minorities (15%);
- Women (15%);
- Veterans (10%);
- People with disabilities (5%); and
- People who identify as LBGTQ+ (5%).

Goals

Green Star's Diversity Plan promotes fairness and equality among minorities, women, veterans, people with disabilities, and people who identify as LBGTQ+. To achieve this vision, GS has created measurable goals that require a sustained and concerted effort to:

- Hire employees represented in the demographics listed above; and
- Provide tools and training that facilitate the success of these employees.

Green Star intends to reserve no less than one-fifth (1/5) or 20 percent of its workforce, full or part time, for candidates who meet the above criteria with an overall goal to reach 50% within 2 years. Green Star will employ best efforts and practices to purchase products and other supplies from businesses operated and owned by minorities, women, veterans, people with disabilities, and people who identify as LBGTQ+.

Green Star intends to reserve no less than 20 percent of its workforce, full or part time, for candidates who meet the above criteria.

GS will also establish a market for cannabis-related suppliers, including consumer containers and packaging, point of sale systems, advertising and marketing services, security services and products, along with construction and renovation services related to Green Star's initial build out of its store.

Programs

Diversity Recruitment and Sourcing

Green Star will create and support an inclusive and diverse workforce by proactively recruiting employees from groups that are traditionally under-represented in the workforce, namely minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.

Green Star's recruitment efforts will build a pool of qualified diverse applicants by:

- Participating in two (2) career fairs in and around the City of Brockton per year;
- Relying on diverse employee or peer referral programs;
- Publicizing employment opportunities by advertising in a range of publications, including local media outlets with audiences who are minorities, bilingual, LGBTQ+, women, veterans, disabled, and/or other demographically diverse groups monthly, including El Mundo Boston, Bay Windows, The Haitian Times Boston, The Brockton Enterprise, The Patriot Ledger, Patch.com Brockton, Wicked Local Brockton, Whitman-Hanson Express, The Boston Broadside – South Shore, the Boston Globe, and the Boston Herald;
- Participating in diverse networking groups consisting of people who are minorities, LGBTQ+, women, veterans and other groups that are demographically diverse, including Work Without Limits, South Shore Women's Business Network, Metro South Chamber of Commerce, the South Shore Chamber of Commerce, and the Downtown Brockton Business Association;
- Posting open jobs on online public boards;
- Contacting recruiters and employment agencies that work with diverse candidates; and
- Leveraging social media and online platforms such as Zip Recruiter to reach a multitude of online career and job websites.

Green Star will work closely with Brockton's Veterans Administration representative to reach out to interested veterans seeking jobs in the cannabis industry. GS will also work with established recruiters who specialize in or are familiar with qualified candidates who are minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.

GS also needs to hire specialized talent who are familiar with the cannabis industry, for example. As mentioned earlier, GS will rely on recruiters, employment agencies, internet (websites and advertisement), and advertising in appropriate local media outlets/platforms, to the extent such methods comply with the law and are intended to target only adults, whether this is for security or specialized material or methods specific to the cannabis industry.

GS plans to train its talent on a continuous basis, in order to have a continuous cycle of staff in training to prepare for management positions. Green Star will also provide management training

for employees seeking advancement through education credits or benefits. This will allow Green Star to mitigate employee turnover that affects every business, particularly retail establishments.

Employee Retention, Training and Development

Green Star's senior management is well aware that its Diversity Plan goals and the company's ability to create a workplace culture with zero tolerance for discrimination, harassment, or retaliation is critical to Green Star's long-term success. Simply put, the owner believes that hiring and maintaining a diverse workforce is the right thing to do.

Green Star will maintain a diverse and inclusive workforce by mentoring, training, and creating robust professional development programs that encourage and promote an inclusive work environment.

Green Star's diversity awareness training will emphasize its zero-tolerance commitment of harassment and discrimination along with GS' strict adherence to take corrective action should any issues, concerns, or complaints arise.

During their new employee orientation, Green Star employees will be required to successfully complete the company's diversity awareness training program. Employees will take ongoing, additional diversity training tailored to their specific job functions.

GS' new employees will also complete a general orientation program, after which they will be able to describe and discuss in detail and respect the conditions outlined in the Diversity Plan.

GS will also require that all employees and managers complete additional cultural sensitivity and diversity training on a regular basis. That way, all levels of GS management and staff can stay current on best practices and company procedures, while gaining a better understanding and compliance with GS' Diversity Plan.

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

- Communicating GS' zero-tolerance policies for harassment, discrimination and bullying to employees, management, vendors and customers;
- Implementing mandatory diversity training programs for all GS employees;
- Conducting monthly managerial meetings during GS' first year to evaluate the Diversity Plan; eventually moving to quarterly meetings once the program has been successfully adopted and followed; and
- Deploying an effective internal communications strategy for employees of electronic, social and print media campaigns to support and expand diversity initiatives.

GS' Human Resources Manager and Chief Executive Officer/Chief Financial Officer will design an employee retention plan to offer promotions once employees successfully complete industry training and education programs. GS will also make sure that all employees have access to equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions in frequent GS internal communications.

Measurements:

GS will implement a program led by the CEO/CFO and implemented by the Human Resources Manager with Green Star's department managers.

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

- Designing reporting systems that measure effectiveness of programs that support the Diversity Plan and present these results at the Commission's request;
- Implementing a process to review and resolve discrimination complaints or other noncompliant incidents with regards to equal opportunity and fair treatment of all employees;
- Reviewing the Diversity Plan with all levels of management to ensure that the Plan is understood and followed;
- Working with GS management to solve any diversity and inclusion related issues; and
- Auditing GS' internal and external job postings so that all information follows GS' diversity policies and procedures.

Annual Audit of the Diversity Plan's Effectiveness:

On an annual basis, Green Star will conduct an audit of its Diversity Plan. The team will measure its success by providing the Commission with the:

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

Acknowledgements

Hyecorp LLC d/b/a Green Star (GS) 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 GS will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.