



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283743  
Original Issued Date: 06/28/2021  
Issued Date: 06/28/2021  
Expiration Date: 06/28/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cannabro, LLC

Phone Number: 508-943-7800  
Email Address: nick@lakeshorelegalsolutions.com

Business Address 1: 345 Main Street  
Business City: Southbridge Business State: MA Business Zip Code: 01550  
Business Address 2:  
Mailing Address 1: 345 Main Street  
Mailing City: Southbridge Mailing State: MA Mailing Zip Code: 01550  
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: 90  
Percentage Of Control: 90

Role: Owner / Partner Other Role:  
First Name: Joseph Last Name: Stephens Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10 Percentage Of Control: 10  
Role: Owner / Partner Other Role:  
First Name: Goerge Last Name: Jreij 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: George Last Name: Jreij Suffix:  
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 100  
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 345 Main Street  
Establishment Address 2:  
Establishment City: Southbridge Establishment Zip Code: 01550  
Approximate square footage of the establishment: 2950 How many abutters does this property have?: 35  
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
Community Outreach Meeting Documentation	outrech_attestation.pdf	pdf	5f43e638971c7c07c0435eb2	08/24/2020

Community Outreach Meeting Documentation	HOST_cERT.pdf	pdf	5f43e6455fa28707f4581b9a	08/24/2020
Plan to Remain Compliant with Local Zoning	P LAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS.pdf	pdf	5f43e734cc687b07b261309b	08/24/2020

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact.pdf	pdf	5f43e77f5330a107b966d130	08/24/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role:  
 First Name: Joseph      Last Name: Stephens      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: yes

Individual Background Information 2

Role: Owner / Partner      Other Role:  
 First Name: George      Last Name: Jreij      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	signed_oop.pdf	pdf	5f43f14b1e17f807ff96aaa8	08/24/2020
Articles of Organization	cert.pdf	pdf	5f43f15587ec2b07e9c51a51	08/24/2020
Department of Revenue - Certificate of Good standing	dua.pdf	pdf	5f43f15e7116b407de654580	08/24/2020
Department of Revenue - Certificate of Good standing	mdor_cert.pdf	pdf	5f4d16c894381908409264e2	08/31/2020
Secretary of Commonwealth - Certificate of Good Standing	Lake Shore Legal_20200831_101915.pdf	pdf	5f4d16d64fa1b607d3b6240f	08/31/2020

No documents uploaded

Massachusetts Business Identification Number: 001430706

Doing-Business-As Name: Green Path

DBA Registration City: Southbridge

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	time.pdf	pdf	5f43f1a594381908409251f1	08/24/2020
Business Plan	cannabro_business_plan.pdf	pdf	5f4d1766daa09e087b8a04fa	08/31/2020
Plan for Liability Insurance	Plan For Obtaining Liability Insurance.pdf	pdf	5f4d178a3595ff084fed67cb	08/31/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing.pdf	pdf	5f43f1d69fd04f085a977c7b	08/24/2020
Prevention of diversion	diversion.pdf	pdf	5f43f1f13595ff084fed551c	08/24/2020
Maintaining of financial records	Financial Records.pdf	pdf	5f43f206233f7b0865382799	08/24/2020
Inventory procedures	Inventory.pdf	pdf	5f43f20f3a4447086ca980c8	08/24/2020
Plan for obtaining marijuana or marijuana products	Obtaining Product.pdf	pdf	5f43f21db18f5e08358c76fd	08/24/2020
Qualifications and training	Qualifications.pdf	pdf	5f43f2259fd04f085a977c83	08/24/2020
Record Keeping procedures	records.pdf	pdf	5f43f230cc687b07b26130ca	08/24/2020
Security plan	SECURITY.pdf	pdf	5f43f23a87ec2b07e9c51a57	08/24/2020
Storage of marijuana	storage.pdf	pdf	5f43f245971c7c07c0435ee3	08/24/2020
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	5f4d18c8f6d8f5082e448db4	08/31/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5f4d195b971c7c07c0437240	08/31/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5f4d19dd3595ff084fed67df	08/31/2020
Personnel policies including background checks	Personnel.pdf	pdf	5f4d1a23f6d8f5082e448dbc	08/31/2020
Diversity plan	Diversity2.pdf	pdf	5f4fc44c91bd17247e204c38	09/02/2020

### 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 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:**

**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

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

- a. Date of publication: 6/18/20
- b. Name of publication: Southbridge News

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

- a. Date notice filed: 6/18/20

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

- a. Date notice(s) mailed: 6/17/20

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



Name of applicant:

Cannabro, LLC

Name of applicant's authorized representative:

Joseph Stephens

Signature of applicant's authorized representative:

*Joseph M. Stephens*





ATTACHMENT A



ATTACHMENT B

**LEGAL NOTICE:** Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 29, 2020 at 6:00 PM at 345 Main Street, Southbridge, Massachusetts 01550. The Community Outreach Meeting will be held outside in the parking lot in the rear of the building in accordance with Social Distancing Guidelines. The meeting will be held rain or shine. The proposed Marijuana Establishment will be an Adult-Use Marijuana Retail Establishment to be located at 345 Main Street, Southbridge, Massachusetts 01550. There will be an opportunity for the public to ask questions.

ATTACHMENT C

# LAKE SHORE LEGAL, LLC

ATTORNEYS-AT-LAW

NICHOLAS ADAMOPOULOS  
KIEL BECKER\*

\*ALSO ADMITTED IN ME

PO BOX 1210  
154 THOMPSON ROAD  
WEBSTER, MA 01570

TEL.: 508-943-7800

FAX: 508-948-0570

LAKESHORELEGALSOLUTIONS.COM

June 17, 2020

CFI PROPCO 2 LLC  
165 FLANDERS RD  
WESTBOROUGH, MA 01581-1000

RE: Notice of a Community Outreach Meeting for Cannabro, LLC  
Proposed Adult Use Marijuana Retail Establishment  
345 Main Street, Southbridge, MA 01550

Dear Sir/Madame:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 29, 2020 at 6:00 PM at 345 Main Street, Southbridge, Massachusetts 01550. The Community Outreach Meeting will be held outside in the parking lot in accordance with Social Distancing Guidelines. The meeting will be held rain or shine. The proposed Marijuana Establishment will be an Adult-Use Marijuana Retail operation to be located at 345 Main Street, Southbridge, Massachusetts 01550. There will be an opportunity for the public to ask questions.

You are hereby receiving notice of this Community Outreach Meeting in accordance with the requirements of 935 CMR 500.000 based upon your proximity to the proposed establishment's location, 345 Main Street, Southbridge, Massachusetts 01550.

All questions concerning this proposed establishment can be brought to the Community Outreach Meeting. Further information can be obtained by contacting Attorney Nicholas Adamopoulos at 508-943-7800.

Sincerely,  
  
Nicholas Adamopoulos



# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Cannabro, LLC

2. Name of applicant's authorized representative:

Joseph Stephens

3. Signature of applicant's authorized representative:

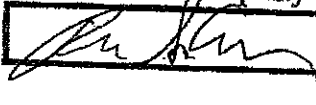
4. Name of municipality:

Town of Southbridge

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

RONALD SAN ANGELO, TOWN MANAGER

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



7. Email address of contracting authority or authorized representative of the municipality (this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).):

*mvanangelo@southbridgema.org*

8. Host community agreement execution date:

*7/9/2020*



**P L A N T O R E M A I N C O M P L I A N T W I T H L O C A L**  
**BYLAWS**

CANNABRO LLC (“CANNABRO”) will remain compliant at all times with the Town of Southbridge bylaws and regulations application to Cannabro’s Marijuana Establishment.

In accordance with Town of Southbridge’s Zoning By-Law Section 8.7. Cannabro’s proposed Marijuana Establishment is located at 345 Main Street, Southbridge Massachusetts in the Overlay District designated for Adult Use Marijuana retail sales.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12

As required by Town of Southbridge’s 8.7.3, Cannabro will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Town of Southbridge Planning Board. The Special Permit approval shall have a term limited to the duration of 208 Worcester Street’s ownership/control of the premises as a Marijuana Establishment and shall lapse/expire if: (1) Cannabro ceases to operate; and/or (2) Cannabro’s registration/license by the Commission expires or is terminated.

Cannabro will apply for a Building Permit and a Certificate of Occupancy from the Southbridge Building Department. Cannabro will also obtain a Marijuana Operating Permit annually from the Town of Southbridge Board of Health.

Cannabro will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Cannabro’s proposed location.

Cannabro has already attended several meetings with various municipal officials and boards to discuss Cannabro’s plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with Town of Southbridge. Cannabro will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Cannabro’s Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

## PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

### Overview

Cannabro, LLC D/B/A Green Path (“Green Path”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Green Path has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact

### Goals

In order for Green Path to positively impact Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions, Green Path has established the following goals:

1. Green Path shall offer legal expungement services to individuals who have prior possession charges. Such services will be paid for by Green Path. Green Path shall strive to provide at a minimum of 12 expungement filings per year, or an average of one expungement filing per month.
2. Green Path will give hiring consideration to at least 50% of individuals or their spouses or the direct descendants of such individuals who have obtained expungement services through Goal 1 of this program.

### Programs

Green Path has developed specific programs to effectuate its stated goals to positively impact Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions. Such programs will include the following:

1. Green Path will at least quarterly advertise in the Webster Times and Southbridge News, reaching the towns of Webster, Dudley, Oxford, and Southbridge, that it is offering expungement services to Massachusetts residents with past drug convictions.

### Measurements

The Vice President of Operations and Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure Green Path continues to meet its commitments. Such measurable outcomes, in accordance with Green Path’s goals and programs described above, include:

- Annual filing of 12 expungement petitions with Massachusetts’ courts.
- Quarterly advertising in the Webster Times and Southbridge News concerning

expungement services

- Review of application filings from individuals who have obtained expungement services and review of applications from their spouses or children.

Beginning upon receipt of Green Path's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Path will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Vice President of Operations will review and evaluate Green Path's measurable outcomes no less than quarterly to ensure that Green Path is meeting its commitments. Green Path is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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



## CANNABRO, LLC OPERATING AGREEMENT

This Agreement, dated as of August 2020 is between Joseph Stephens (the "Member"), of Massachusetts, and George Jreij of Massachusetts and Cannabro , LLC (the "Company"), a limited liability company formed and existing under the laws of the Commonwealth of Massachusetts with its principal place of business at 345 Main Street , Southbridge, Massachusetts (collectively, the "Parties").

### *ARTICLE I Organization and Powers*

1.1 *Organization.* The Company has been organized as a Massachusetts limited liability company by the filing of a Certificate of Organization pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act").

1.2 *Agreement, Effect of Inconsistencies with Act.* This Agreement sets forth the agreement between the Parties as to the affairs of the Company and the conduct of its business.

1.2 *Powers.* The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and to operate its business.

1.3 *Fiscal Year.* The fiscal year of the Company shall be the same fiscal year as that of the Member.

### *ARTICLE II Manager and Management*

2.1 *Designation of Manager.* The Company has one Manager, whose name and address are as follows: Joseph Stephens of Southbridge, Massachusetts. Any Manager may withdraw or be removed as a Manager of the Company, and other persons may be added or substituted as Managers, only in the manner specified in Article IX hereof.

2.2 *Business Affairs.* The management and control of the business and affairs of the Company shall be vested exclusively in the Manager. If at any time there is more than one Manager, all decisions, approvals, actions, consents and matters to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority in number of persons serving as Managers. The Manager shall have the right and power to manage, operate, and control the Company and to do all things which it deems necessary or desirable for the Company or its business.

2.3 *Consent.* Any requirement contained in the Act for unanimous or other consent or approval will be satisfied by the action of the Manager in writing.

2.4 *Power to Bind the Company.* The act of the Manager in apparently carrying on the usual business or affairs of the Company (including the exercise of the authority indicated in this Article)

shall bind the Company. No person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company.

2.5 *Withdrawal or Termination of Manager.* Without the prior written consent of the Member, no Manager may voluntarily resign, withdraw or retire as Manager from the Company. Without limiting the foregoing, no Manager may resign from, retire from, abandon or otherwise terminate his status as a Manager except after 60 days' written notice to the Member. A Manager's status as a Manager may be terminated at any time by action of the Member and, if there are at the time other Managers, the approval of a majority in number of such other Managers shall also be required.

2.6 *Additional or Substituted Manager.* Additional or Substituted Managers may be selected at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest, as may be approved by the Member.

### *ARTICLE III*

#### *Duties of Member and Manager; Liability of Manager*

3.1 *Manager's Duty of Care.* The Manager's duty of care in the discharge of the Manager's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, the Manager shall be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports or statements by any of the Company's agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

3.2 *Competitive or Interested Transactions.* The Member or Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member or Manager may enter into transactions that are similar to the transactions into which the Company may enter. A Member or Manager does not violate a duty or obligation to the Company merely because the Member's or Manager's conduct furthers the Member's or Manager's own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Member or Manager, subject to other applicable law. No transaction of the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

3.3 *Liability of Manager.* No Manager shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of any Manager, if such Manager in good faith determines that such course of conduct was in the best interest of the Company, and such course of conduct did not constitute gross negligence or willful misconduct of such Manager.

*ARTICLE IV*  
*Capital Contributions and Liability of Member*

4.1 *Initial Capital Contribution.* After the execution of this Agreement, the Members shall transfer to the Company as the sole and entire consideration for his membership interest in the Company ("Membership Interest") the amount set forth in *Exhibit I* annexed hereto (the "Initial Contribution").

4.2 *Additional Capital Contributions.* The Members are entitled, but not required, to make additional contributions to the capital of the Company.

4.3 *Liability of the Member.* The Members' liability for the obligations of the Company in its capacity as the Company's Members shall be limited to the value of the Initial Contribution.

*ARTICLE V*  
*Indemnification; Transfers Between the Member and the Company*

5.1 *Indemnification.* The Company shall indemnify the Members and its agents and the Manager and its agents for all costs, losses, liabilities, and damages paid or accrued by the Members or its agent or the Manager or its agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the Commonwealth of Massachusetts.

5.2 *Advances.* The Company may advance costs of defense of any proceeding to the Members or Manager or any other agent.

5.3 *Compensation and Reimbursement.* The Manager shall be reimbursed for all reasonable expenses incurred in managing the Company.

*ARTICLE VI*  
*Distributions*

6.1 *Distributions.* The Members may cause the Company to distribute its assets to the Members in such amounts and at such times as the Members may decide in its sole discretion, subject only to the provisions of the Act. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

6.2 *Allocations.* Only the Members shall be entitled to allocations of profits and losses and to allocations of distributions of Company assets. No other person shall have any right to any such allocations.

*ARTICLE VII*  
*Transfers of Interests*

7.1 *Disposition of Membership Interest.* Notwithstanding any other provision of this Agreement, the Members shall have exclusive authority to transfer all or a portion of its Membership

Interest (including governance and financial interests) in any manner provided by law, and upon such transfer, the transferee shall become a member of the Company without further action on the part of the transferee, the Company or the Member. Any transfer by the Member of a portion of its Membership Interest shall be subject to any terms and conditions which the Member, in its sole discretion, deems appropriate.

7.2 *Pledge of Membership Interest.* The Members shall have exclusive authority to pledge all or any portion of its Membership Interest to any person at any time. Any pledge by the Members of all or any portion of its Membership Interest shall be subject to any terms and conditions which the Member, in its sole discretion, deems appropriate.

7.3 *Admission of Additional Members.* The Member shall have exclusive authority to admit any person as an additional member of the Company. The membership interest of any additional member shall be subject to any terms and conditions which the Member, in its sole discretion, deems appropriate. Additional members shall be admitted to the Company only upon their signing this Agreement, as it may be amended from time to time by the Member.

## *ARTICLE VIII*

### *Dissolution and Termination*

8.1 *Dissolution.* The Company shall be dissolved and its affairs wound up with the written consent of the Manager.

8.2 *Effect of Dissolution.* Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a Certificate of Cancellation has been filed with the Secretary of State.

8.3 *Distribution of Assets on Dissolution.* Upon the winding up of the Company, the assets of the Company shall be distributed to the Member.

8.4 *Winding Up and Certificate of Cancellation.* The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company to the extent permitted by law have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, a Certificate of Cancellation shall be filed with the Secretary of State. The Certificate of Cancellation shall set forth the information required by the Act.

## *ARTICLE IX*

### *Miscellaneous*

9.1 *Amendments.* This Agreement may be amended or modified from time to time with the written consent of the Member and the Company.

9.2 *Entire agreement.* This Agreement represents the entire agreement among the Parties.



9.3 *Applicability of the Act.* Except as otherwise expressly provided in this Agreement, all provisions of the Act as now in effect and as amended from time to time shall apply to the Agreement as if fully incorporated herein.


9.4 *Governing law.* This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts, and all disputes under or relating to this Agreement shall be resolved by the courts of the Commonwealth of Massachusetts.

9.5 *Captions.* Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

*SIGNATURES AND DATES*

In witness of their acceptance of the above terms and conditions, the parties have duly signed and dated this Agreement as follows:

Date: 8/19/2020

By:  Member  
Name: Joseph Stephens  
Title: Member/Manager  
Cannabro, LLC


By:  Member  
Name: George Jreij  
Title: Member  
Cannabro, LLC

EXHIBIT I

**INITIAL CONTRIBUTION**

Joseph Stephens  
Southbridge MA

90%

George Jreij  
Shrewsbury, MA

10%



**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: 001430706

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

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

No. and Street: 102 HARWOOD FARM ROAD  
 City or Town: SOUTHBRIDGE State: MA Zip: 01550 Country: USA

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

No. and Street: 102 HARWOOD FARM ROAD  
 City or Town: SOUTHBRIDGE State: MA Zip: 01550 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:**

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

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

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

Name: JOSEPH STEPHENS  
 No. and Street: 102 HARWOOD FARM ROAD  
 City or Town: SOUTHBRIDGE State: MA Zip: 01550 Country: USA

I, JOSEPH STEPHENS 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	JOSEPH STEPHENS	102 HARWOOD FARM ROAD SOUTHBRIDGE, MA 01550 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
SOC SIGNATORY	JOSEPH STEPHENS	102 HARWOOD FARM ROAD SOUTHBRIDGE, MA 01550 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOSEPH STEPHENS	102 HARWOOD FARM ROAD SOUTHBRIDGE, MA 01550 USA

**9. Additional matters:**

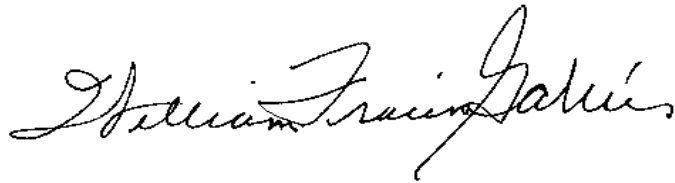
**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of March, 2020,  
JOSEPH STEPHENS**

*(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:

March 13, 2020 02:02 PM

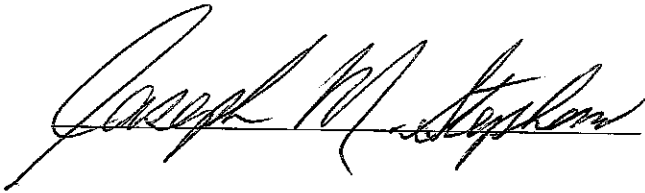
A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**Certificate of Good Standing or Compliance from the Massachusetts  
Department of Unemployment Assistance Attestation Form**

I, Joseph Stephens, the Manager of Cannabro, LLC, certify that Cannabro, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



7/21/20  
Date

Name: Joseph Stephens

Title: Manager

Entity: Cannabro, LLC



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOSEPH STEPHENS  
CANNABRO LLC  
354 MAIN ST  
SOUTHBRIDGE MA 01550-3727

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

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

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

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

### *What if I have questions?*

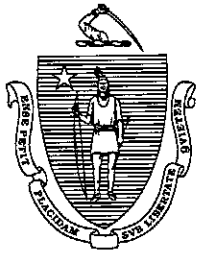
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

**William Francis Galvin**  
Secretary of the  
Commonwealth

**August 21, 2020**

TO WHOM IT MAY CONCERN:

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

**CANNABRO, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 13, 2020**.

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

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH STEPHENS**

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

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

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



# **CANNABRO, LLC**

## **BUSINESS PLAN**

AUGUST 30, 2020

### **EXECUTIVE SUMMARY**

#### **Mission Statement and Message from the CEO**

Cannabro LLC D/B/A Green Path (“Green Path”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

#### **License Types**

Green Path is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts at Green Path, Southbridge, Massachusetts:

- Marijuana Retailer

#### **What Drives Us**

Green Path ’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Green Path ’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

### **TEAM**

#### **General**

Green Path has put together a team to implement the operations of the Marijuana Establishment and intends to create 10-20 full-time staff positions within the first three years of operation. No

Person or Entity Having Direct or Indirect Control over Green Path team is or will be a controlling person with over more than three licenses in a particular class of license.

### **Founders**

Green Path was founded in 2020 by Joseph Stephens and George Jreiji

### **Executive Management Team**

#### **Joseph Stephens Founder/Manager**

Joseph Stephens is a native of Roanoke, VA. He was raised in the low income section of Gainsboro, Roanoke. He is the fifth of seven children born to his parents, who due to their own personal struggles, separated when Joseph and his siblings were very young. He, along with his siblings were placed in different foster homes across the county. During the challenging years of foster care, he focused on sports and the performing arts as a way to escape painful family issues. In his final year of high school, Stephens received offers from multiple colleges to participate in their athletic programs. Joseph realized that partial scholarships would not be enough. He didn't have the family or financial support he needed to complete college. It was during this time when Joseph Stephens entered the work force. He worked as a clerk at Dollar General and was given the duties and responsibilities as a supervisor but was never given the title or compensation due to racial discrimination. He was met with the same scenario from other employers as he tried to move forward.

Mr. Stephens decided to move to MA in 1991 to get a fresh start and seek opportunity. However, opportunities came far and few in between. Stephens decided he was not going to waste any more time so he joined the United States Army in 1995. Joseph worked his way to becoming an E6 Staff Sergeant and trained soldiers to be literally, "the best that they could be". Stephens received training and became an Army Surgical Technologist. Soon after, Stephens was certified in the Army Medic Corp. Stephens was passionate about being an Army Medic as he always looked to help others during time of need. Joseph Stephens learn the ways of the Army and in 2003 he was deployed to Kuwait and was a part of the world largest and longest convoy to Baghdad Iraq. He proudly and without hesitation, served two tours as a soldier. With the training he received as an Army Medic, he and his team saved many lives whether it be physically or spiritually. Mr. Stephens is a humble man who does not consider his actions to be heroic, rather feels what he has done as second nature when you're your job. Stephens received recognition for his efforts and sacrifice while serving our country. Some of which include: Federal Bureau of Investigations; Warrior Medic: Commanding General and Command Sergeant major Award for Excellence; SSG Warrior Citizen award for selfless sacrifice and excellence performance; and Commander's Award for Leadership and Excellence. Despite Stephens passion to serve his country, he completed his final tour in 2004 and decided to focus on his newborn daughter who had been waiting for him.

Mr. Stephens went back to work as a surgical tech in the operating room at Leominster Hospital. However, he felt the need for change as the constant smell of blood was reminiscent of his time in Iraq. In 2004, Stephens was employed by the Commonwealth of Massachusetts as a Court

Officer while still in the National Guard where he continued to serve and protect. He currently resides in the town of Southbridge MA where he has been a resident for the past three and a half years. Despite frequenting the town for the last seven years. Stephens was drawn to the town of Southbridge as he saw potential for its growth. He continues to be passionate and motivated to give back to his community as he has seen himself as a child and early adulthood in many of the town's residents.

## **COMPANY DESCRIPTION**

### **Structure**

Green Path is a Massachusetts limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Green Path will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

### **Operations**

Green Path will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of stored marijuana; conduct a monthly inventory of marijuana in the process of stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Green Path will tag and track all marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Green Path 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 and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Green Path 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. If adequate coverage is unavailable at a reasonable rate, Green Path will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Green Path will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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.

Green Path 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, Green Path 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 Path . If Green Path is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Green Path has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Green Path and Green Path agents will comply with all local rules, regulations, ordinances, and bylaws.

### **Security**

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

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

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

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

current list of individuals with access. Green Path will have security personnel on-site during business hours.

On-site consumption of marijuana by Green Path 's employees and visitors will be prohibited.

### **Benefits to Host Communities**

Green Path looks forward to working cooperatively with its host communities to ensure that Green Path operates as a responsible, contributing member of those host communities. Green Path has established a mutually beneficial relationship with its host communities in exchange for permitting Green Path to site and operate.

Green Path 's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Green Path will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Green Path 's security systems and processes.
5. **Responsibility**: Green Path is composed of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: Green Path 's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.
7. **Charity**: Green Path is committed to contributing annually in charitable donations to public and local charities in the Town.

## **MARKET RESEARCH**

### **Customers**

Green Path will only sell marijuana and marijuana products to, customers ages 21 years and older that provide valid identification, and individuals that possess an active medical registration card issued by the Commission.

### **Competitors**

A robust competitive landscape appears to be developing in the Massachusetts adult-use Cannabis market. While there have been over 700 applications submitted to the Commission in Massachusetts, only three have been submitted in the Town of Southbridge where Green Path plans to locate. Currently, there are only 71 marijuana establishment licenses (for all license types) in Worcester County.

### **Competitive Advantage**

Green Path 's competitive advantages over their competition include the following:

1. The co-founders of this business have vast experience in not only marketing but also in emerging markets such as cannabis.
2. The location of Green Path in Southern Worcester County and the Town of Southbridge is very advantageous. With close access to the Route 395 and Route 90, consumer access to Green Path will be very accessible. Additionally, the proposed property is located away from downtown Southbridge which will allow Green Path to be a good neighbor and greatly reduce any main street congestion in town.

Green Path possesses several strengths that separate Green Path from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

### **Regulations**

Green Path is a Massachusetts domestic limited liability company. Green Path will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Green Path will apply for all state and local permits and approvals required to build out and operate the facility.

Green Path 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.

### **Products & Services**

In addition to traditional sativa, indica, and hybrid cannabis flower, Green Path will offer a wide range of products that will allow Green Path to serve customers with a wide variety of needs.

Products Green Path intends to offer include, but will not be limited to:

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

### **Pricing Structure**

Green Path 's pricing structure will vary based on market conditions. Green Path plans to provide products of superior quality and will price accordingly.

## **MARKETING & SALES**

## **Growth Strategy**

Green Path 's plan to grow the company includes:

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

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

## **Communication**

Green Path 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 face of the advertisement.

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

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

Green Path will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

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

## **Sales**

Green Path will sell its products and services by engaging customers with knowledgeable personnel.

Green Path will utilize both a retail and wholesale model as part of its sales strategy. The root of such strategy is supplying the MA market with the highest-grade premium cannabis. The retail strategy of our model uses an in-store experiential learning strategy approach. By ensuring that our budtenders have a deep understanding of all products offered. Additionally, providing consumers within store educational events and online resources allows our customers to be educated buyers. In doing so, this provides customers with a more value-add experience. Overall, leading to more effortless buying, repeat customers and word of mouth marketing.

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

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

## **Logo**

Green Path is developing a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo will be provided to the CCC for their approval before final licensing.

## **FINAL REMARKS**

Green Path has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Green Path hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Green Path 's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.



In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Green Path is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Green Path looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

# Plan for Obtaining Liability Insurance

Cannabro, LLC D/B/A Green Path (“Green Path”) plans to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Green Path will consider additional coverage based on availability & cost- benefit analysis. If adequate coverage is unavailable at a reasonable rate, Green Path will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. Green Path will keep reports documenting compliance with 935 CMR 500.105(10).

## MAINTAINING OF FINANCIAL RECORDS

Cannabro, LLC' D/B/A Green Path's ("Green Path") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Green Path.
- All sales recording requirements under 935 CMR 500.140(5) 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;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Green Path determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500;
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
  - Green Path shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

## QUALIFICATIONS AND TRAINING

Cannabro LLC D/B/A Green Path (“Green Path”) will ensure that all employees hired to work at a Green Path facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications

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

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

### Training

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

All of Green Path’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Green Path is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After the initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Green Path will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Green Path’s records of Responsible Vendor Training Program compliance will be maintained for at least four years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

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

1. Marijuana’s effect on the human body, including:

- Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
  3. Compliance with all tracking requirements;
  4. Acceptable forms of identification, including:
    - How to check identification;
    - Spotting false identification;
    - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
    - Common mistakes made in verification
  5. Other key state laws and rules affecting Owners, managers, and employees, including:
    - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability;
    - License sanctions;
    - Waste disposal;
    - Health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale;
    - Conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Licensee responsibilities for activities occurring within licensed premises;
    - Maintenance of records;
    - Privacy issues; and
    - Prohibited purchases and practices.



## RECORDKEEPING PROCEDURES

### General Overview

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

### Recordkeeping

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

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;



- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over DMA.
- Personnel Records
  - At a minimum, Personnel Records will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
    - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Green Path and will include, at a minimum, the following:
      - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
      - Documentation of verification of references;
      - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
      - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
      - Documentation of periodic performance evaluations; and
      - A record of any disciplinary action taken.
      - Notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with [M.G.L c. 6 § 172, 935 CMR 500.029: Registration of Independent Testing Laboratory Agents], 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Green Path will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Green Path will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
  - Green Path will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Green Path will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Green Path for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Green Path s jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Green Path will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Green Path agents present during the disposal or other handling, with their signatures. Green Path will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Green Path is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Green Path will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Vehicle Records (as applicable)
  - Records that any and all of Green Path's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on 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 place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Green Path shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Green Path closes, all records will be kept for at least two (2) years at Green Path's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Green Path will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

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

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Green Path's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Green Path operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of DMA, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Green Path's website.
- Policies and procedures for the handling of cash on Green Path premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Green Path shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Cannabro LLC, D/B/A GREEN PATH (“GREEN PATH”) facility will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a GREEN PATH agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event GREEN PATH 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)(m). GREEN PATH will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), GREEN PATH will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. GREEN PATH will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. GREEN PATH 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. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), GREEN PATH packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. GREEN PATH’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## QUALITY CONTROL AND TESTING

### Quality Control

Cannabro LLC D/B/A GREEN PATH (“GREEN PATH”) will comply with the following sanitary requirements:

1. Any GREEN PATH agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any GREEN PATH agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. GREEN PATH’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in GREEN PATH’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. GREEN PATH’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. GREEN PATH will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. GREEN PATH’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. GREEN PATH’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. GREEN PATH’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. GREEN PATH will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. GREEN PATH acknowledges and understands that the Commission may require GREEN PATH to demonstrate the intended and actual use of any toxic items found on GREEN PATH’s premises;

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

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

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

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

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

#### Testing

GREEN PATH will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by GREEN PATH for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited



to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of GREEN PATH's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of GREEN PATH's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

GREEN PATH's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. GREEN PATH acknowledges and understands that the Commission may require additional testing.

GREEN PATH's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both GREEN PATH and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

GREEN PATH will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. GREEN PATH acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of GREEN PATH' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to GREEN PATH for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with

935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

### Overview

Cannabro LLC, D/B/A Green Path (“Green Path”) will securely maintain personnel records, including registration status and background check records. Green Path will keep, at a minimum, the following personnel records:

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

### Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Green Path and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

### After-Hours Contacts

Joseph Stephens

508-331-8511

Business Hours (Subject to Approval by the Special Permit Granting Authority)

	-----RETAIL-----	
	<b>FROM:</b>	<b>TO:</b>
Monday	8:00 AM	8:00 PM
Tuesday	8:00 AM	8:00 PM
Wednesday	8:00 AM	8:00 PM
Thursday	8:00 AM	8:00 PM
Friday	8:00 AM	8:00 PM
Saturday	8:00 AM	8:00 PM
Sunday	8:00 AM	8:00 PM

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Green Path will undergo a detailed background investigation prior to being granted access to a Green Path facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Green Path pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Green Path will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, 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.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Green Path will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a

Presumptive Negative Suitability Determination is made, Green Path will consider the following factors:

- i. Time since the offense or incident;
  - ii. Age of the subject at the time of the offense or incident;
  - iii. Nature and specific circumstances of the offense or incident;
  - iv. Sentence imposed and length, if any, of incarceration, if criminal;
  - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
  - vi. Relationship of offense or incident to nature of work to be performed;
  - vii. Number of offenses or incidents;
  - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
  - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
  - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
  - References provided by the agent will be verified at the time of hire.
  - 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 Green Path or the Commission.

### Personnel Policies and Training

As outlined in Green Path's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Green Path agents are required to complete training as detailed in Green Path's Qualifications and Training plan which includes but is not limited to Green Path's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor

Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Green Path will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Green Path operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



## DIVERSITY PLAN

### Overview

Cannabro, LLC D/B/A Green Path (“Green Path”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, Green Path has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Green Path’s operations.

### Goals

In order for Green Path to promote equity for the above-listed groups in its operations, Green Path has established the following goal:

- Green Path recognizes the importance of maintaining a varied and diverse workforce. To promote its goal of maintaining equity in its operations, Green Path will strive to maintain a diverse workforce composed of at a minimum 30% individuals from the above referenced groups.
  
- This will be accomplished by hiring a staff of at least :
  - 10% Minorities;
  - 10% Women; and,
  - 10% Veterans

### Programs

Green Path has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- To accomplish its goal of maintaining a diverse workforce, Green Path will utilize job postings in both the Webster Times and Southbridge News. These publications reach individuals located in the following towns: Webster, Dudley, Oxford, and Southbridge. Based upon the diverse population makeup of these towns, such postings will effectuate the targeting of individuals from the above referenced diverse populations. Such publications will occur quarterly or when a vacancy becomes available, which ever occurs first.

### Measurements

The Director of Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure Green Path continues to meet its commitments. Such measurable outcomes, in accordance with Green Path’s goals and programs described above, include:

- Human Resources will be responsible for quarterly reviewing the composition of employees and to maintain a current list of the total number of employees who have identified as a member of one of the diverse populations. Human Resources will quarterly



update the President with the composition figures and will highlight whether the 30% goal is currently being satisfied.

Beginning upon receipt of Green Path's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Path will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Human Resources will review and evaluate Green Path's measurable outcomes no less than annually to ensure that Green Path is meeting its commitments. Green Path is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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

