



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282034
Original Issued Date: 12/05/2019
Issued Date: 11/19/2020
Expiration Date: 12/05/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: GreenStar Herbals, Inc.

Phone Number: 978-857-9732
Email Address: tmorey@greenstarherb.com

Business Address 1: 200 Beacham Street
Business City: Chelsea
Business State: MA
Business Zip Code: 02150
Business Address 2:
Mailing Address 1: P.O. Box 955
Mailing City: Acton
Mailing State: MA
Mailing Zip Code: 01720
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: 77.5
Percentage Of Control: 100

Role: Owner / Partner **Other Role:** President, Treasurer, Secretary, Director, Chief Executive Officer and Capital Contributor of GreenStar Herbals, Inc.

First Name: Thomas **Last Name:** Morey **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
Close Associates or Member 1

First Name: James **Last Name:** Morey **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Assistant Director of Operations for GreenStar Herbals, Inc.

Close Associates or Member 2

First Name: John **Last Name:** Herendeen **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Educational Offerings and Registered Pharmacist for GreenStar Herbals, Inc.

Close Associates or Member 3

First Name: Napoleon **Last Name:** Brito **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Operations for GreenStar Herbals, Inc.

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Thomas **Last Name:** Morey **Suffix:**

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$2786245.98	Percentage of Initial Capital: 100
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Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Thomas **Last Name:** Morey **Suffix:**

Marijuana Establishment Name: Greenstar Herbals, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Maynard **Marijuana Establishment State:** MA

Individual 2

First Name: Thomas **Last Name:** Morey **Suffix:**

Marijuana Establishment Name: Greenstar Herbals, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Dracut **Marijuana Establishment State:** MA

Individual 3

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	GreenStar Herbals - Chelsea Chamber Foundation Donation Letter.pdf	pdf	5d126fac70e2b132b317446	06/25/2019
Other	GreenStar Herbals - GreenRoots Donation Letter.pdf	pdf	5d126fac69291617ba862329	06/25/2019
Plan for Positive Impact	GreenStar Herbals_Plan to Positively Impact Areas of Disproportionate Impact_UPDATED.pdf	pdf	5d63f9fc9d6f1dd58a05ea	08/26/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

Role: Other Role:
First Name: Napoleon Last Name: Brito 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
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					Date
Secretary of Commonwealth - Certificate of Good Standing	GreenStar Herbals - MA Secretary of the Commonwelath Certificate of Good Standing 11.5.18.pdf	pdf	5be468f1bcbac00d7d74ad51		11/08/2018
Articles of Organization	GreenStar Herbals - Articles of Organization.pdf	pdf	5be469006906170d879388cd		11/08/2018
Bylaws	GreenStar - Corporate Bylaws [EXECUTED].pdf	pdf	5be4690b813a010d917ac5f1		11/08/2018
Department of Revenue - Certificate of Good standing	GreenStar Herbals - DoR Certificate of Good Standing.pdf	pdf	5bfd6ff5fe03b20d5f695b2d		11/27/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing_DOR.pdf	pdf	5f68e7af8012da07a0d923b0	09/21/2020
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing_DUA.pdf	pdf	5f68e7b85f18f707b2bef8b9	09/21/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing_Secretary of State.pdf	pdf	5f68e7bd564e5f07d0349a10	09/21/2020

Massachusetts Business Identification Number: 001327773

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GreenStar_Business Plan_Chelsea.pdf	pdf	5d5eec038470d4229ba42edc	08/22/2019
Plan for Liability Insurance	GreenStar_Plan for Obtaining Liability Insurance.pdf	pdf	5f68f1d09bb9f30799286f98	09/21/2020
Proposed Timeline	GreenStar Herbals_Proposed Timeline_Chelsea Retailer.pdf	pdf	5f7388618109e507db040058	09/29/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	GreenStar_Dispensing Procedures.pdf	pdf	5f68dfdea54dc507c1f50dd5	09/21/2020
Restricting Access to age 21 and older	GreenStar_Plan for Restricting Access to 21.pdf	pdf	5f68dffbbe635707e886b169	09/21/2020
Security plan	GreenStar_Security Plan.pdf	pdf	5f68e010e3e99907b8659054	09/21/2020
Prevention of diversion	GreenStar_Prevention of Diversion.pdf	pdf	5f68e0269193d007a21935da	09/21/2020
Storage of marijuana	GreenStar_Storage Policy.pdf	pdf	5f68e0339bb9f30799286f32	09/21/2020
Transportation of marijuana	GreenStar_Transportation Plan.pdf	pdf	5f68e0488109e507db03e4d0	09/21/2020

Quality control and testing	GreenStar_Quality Control and Testing.pdf	pdf	5f68e0675f18f707b2bef88e	09/21/2020
Qualifications and training	GreenStar_Qualifications and Training.pdf	pdf	5f68e07211982107a722f2d7	09/21/2020
Maintaining of financial records	GreenStar_Financial Records.pdf	pdf	5f68e083d4713f079b923367	09/21/2020
Personnel policies including background checks	GreenStar_Personnel Policies Including Background Checks.pdf	pdf	5f68e09b7e8b3807d9e5d8b7	09/21/2020
Record Keeping procedures	GreenStar_Recordkeeping Procedures.pdf	pdf	5f68e0aaa54dc507c1f50de1	09/21/2020
Plan for obtaining marijuana or marijuana products	GreenStar_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5f68e0c08109e507db03e4d8	09/21/2020
Diversity plan	GreenStar_Diversity Plan.pdf	pdf	5f68e16373481907b14c6d62	09/21/2020
Inventory procedures	GreenStar_Inventory Procedures.pdf	pdf	5f6b6227564e5f07d034a0f5	09/23/2020
Separating recreational from medical operations, if applicable	GreenStar_Plan for Separating Recreational from Medical Operations.pdf	pdf	5f7370a47e8b3807d9e5f3bc	09/29/2020
Energy Compliance Plan	GreenStar_Chelsea Retailer_Energy Compliance Plan.pdf	pdf	5f7627f4e3e99907b865b2d6	10/01/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Adequate Patient Supply.pdf	pdf	5f6a5767e4c06f07e61d078f	09/22/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana Types and Strains.pdf	pdf	5f7388c973481907b14c89f0	09/29/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: GreenStar will coordinate with the City of Chelsea to host a career fair and has developed marketing material to host once the removal of the State of Emergency declaration has been declared.

Progress or Success Goal 2

Description of Progress or Success: GreenStar plans to post available positions in the City of Chelsea Record other such appropriate publications and mediums to attract residents of Chelsea once we begin to staff the GreenStar Chelsea location.

Progress or Success Goal 3

Description of Progress or Success: GreenStar has developed an educational seminar poll to elicit feedback regarding additional topics individuals would like to see discussed at a marijuana-related educational seminar that we plan to hold following removal of the State of Emergency declaration.

Progress or Success Goal 4

Description of Progress or Success: GreenStar has made a \$2,500 monetary donation to the Chelsea Chamber of Commerce Charitable Foundation, Inc. Chelsea Chamber Foundation will use its donation to further its "Shades of Chelsea" project.

Progress or Success Goal 5

Description of Progress or Success: GreenStar has made a \$2,500 monetary donation to Green Roots, Inc., a Chelsea community-based non-profit organization dedicated to improving and enhancing the urban environment and public health in Chelsea and surrounding communities.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: GreenStar has developed an employee census that reflects the percentage of individuals hired. GreenStar's current staff is comprised of 31% women, 26% minorities, and 5% veterans. GreenStar is committed to prioritizing the hiring of additional women, minorities, and veterans.

Diversity Progress or Success 2

Description of Progress or Success: GreenStar will host two career fairs in the City of Chelsea as well as additional underrepresented and minority communities and has developed marketing material to host a career fair once the removal of the State of Emergency has been declared.

Diversity Progress or Success 3

Description of Progress or Success: GreenStar will advertise employment opportunities, as they become available that are tailored to individuals falling into diverse populations on DiversityWorking.com.

Diversity Progress or Success 4

Description of Progress or Success: GreenStar will host educational seminars for individuals from diverse populations. Educational seminars will be able to accommodate no fewer than twenty individuals per seminar. The subject matters of the educational seminars will include marijuana retailing and marijuana business management and any additional topics marijuana-related that our GreenStar employees have suggested and will be conducted once the removal of the State of Emergency has been declared. Such educational seminars will be publicized in The Chelsea Record.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

Host Community Agreement Certification Form

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

Applicant

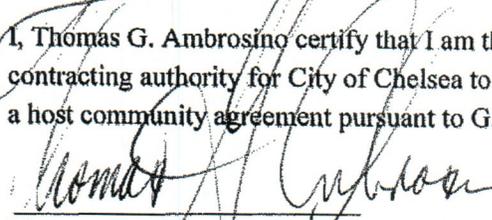
I, THOMAS E. MOREY certify as an authorized representative of GreenStar Herbals, Inc. that the application has executed a host community agreement with City of Chelsea pursuant to G.L.c.94G§3(d) on September 21, 2018.



Signature of Authorized Representative of Applicant

Host Community- City of Chelsea

I, Thomas G. Ambrosino certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Chelsea to certify that the applicant and the City of Chelsea has executed a host community agreement pursuant to G.L.c.94G§ 3(d) on September 21, 2018.



Thomas G. Ambrosino
City Manager



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

GreenStar Herbals, Inc. (“GreenStar”) will remain compliant at all times with the local zoning requirements set forth in the City of Chelsea’s Zoning Ordinance, which is Chapter 34 of the Chelsea Code of Ordinances. In accordance with Chelsea’s Zoning Ordinance, GreenStar’s proposed Marijuana Retailer is located in the Industrial Zoning District which allows Marijuana Retailers by Special Permit.

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

As required by the Chelsea Zoning Ordinance, GreenStar will apply for a Special Permit from the local Special Permit Granting Authority: the Chelsea Zoning Board of Appeals. GreenStar will also apply for all other local permits and/or licenses required to operate a Marijuana Retailer at the proposed location, including any local license or licenses that must be obtained through the Chelsea Licensing Commission. GreenStar will comply with all conditions and standards set forth in any local permit or license required to operate a Marijuana Retailer at GreenStar’s proposed location.

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

GreenStar has also retained the law firm Vicente Sederberg LLC as well as local counsel to assist with ongoing compliance with local zoning requirements.

Community Outreach Meeting Attestation Form

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

I, Thomas Morey, (*insert name*) attest as an authorized representative of GreenStar Herbals, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 20, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 13, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on September 10, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 10, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

LEGAL NOTICE



NOTICE OF HEARING
Case No. 2018-30
Notice is hereby given in accordance with Section 34-215 of Chapter 34 (Zoning) of the Code of Ordinances, City of Chelsea, Massachusetts, that a Public Hearing of the Chelsea Planning Board will be held on Tuesday, September 25, 2018

6:00 p.m.
Chelsea Senior Center
10 Riley Way - Chelsea, MA

With reference to the application of:
YHE Forbes, LLC

For: Major Site Plan approval and Special Permit recommendation for Planned Development to construct six hundred thirty (630) residential units and retail and office buildings with nine hundred forty-nine (949) parking spaces at the premises known as: 1 Forbes Street.

All interested parties should attend the hearing or provide written comment to the Board. A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.

9/13/18, 9/20/18

LEGAL NOTICE



NOTICE OF HEARING
Case No. 2018-39

Notice is hereby given in accordance with Section 34-215 of Chapter 34 (Zoning) of the Code of Ordinances, City of Chelsea, Massachusetts, that a Public Hearing of the Chelsea Planning Board will be held on

not meet minimum zoning requirements for rear yard setbacks, number of off-street parking spaces and which also exceeds maximum lot coverage of the premises known as: 1001 and 1005 Broadway. All interested parties should attend the hearing or provide written comment to the Board. A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.

9/13/18, 9/20/18

LEGAL NOTICE



Re: Zavala Corporation d/b/a Bella Villa
13-17 Fifth Street, Chelsea, MA 02150

Notice is hereby given that a continued public hearing will be held by the Chelsea Licensing Commission on Tuesday, September 25, 2018 at 6:00 p.m., at the Chelsea Public Library Auditorium, 569 Broadway, Chelsea, MA, relative to the status of the All Alcoholic Beverages License.

TRANSLATORS: Hearings are conducted in English. If needed, please bring a translator to the hearing. CHELSEA LICENSING COMMISSION

9/13/18, 9/20/18

LEGAL NOTICE



Re: 180 Broadway Liquor, Inc. d/b/a Chelsea Liquor Mart
180-182 Broadway, Chelsea, MA 02150
Notice is hereby given that a public hearing will

LEGAL NOTICE



Community Outreach Meeting
Notice is hereby given that a COMMUNITY OUTREACH MEETING for a proposed Marijuana Establishment is scheduled for SEPTEMBER 20, 2018 AT 6 PM at 500 BROADWAY, THIRD FLOOR CITY COUNCIL CHAMBERS CHELSEA, MA 02150

The location for the proposed Marijuana Cultivator and Retailer is 200 Beachman Street, Chelsea, MA 02150. There will be an opportunity for the public to ask questions.

Please contact Jay Paul Satin, Esq., with any inquiries at (781) 289-2215, GreenStar Herbs.

Esta noticia es para informarles que Habra una REINION DE LA COMUNIDAD on donde es les informara de la propuesta para establecer un negocio de Marijuana. La reunion esta programada para el 20 SEPTEMBER 2018 AT 6:00 PM en el 500 BROADWAY, SACA DE CITY COUNCIL CHAMBERS EN EL TERCER PISO CHELSEA, MA 02150. La direccion propuesta para cultivar y vender Marijuana sera on la 200 Beachman Street, Chelsea, MA 02150. Durange la reunion el public tendra la oportunidad de hacer preguntas. Por favor llamar a Lic. Jay Paul Satin, con cualquier pregunta (781) 289-2215, GreenStar Herbs.

9/13/18, 9/20/18

LEGAL NOTICE



Re: Fine Mart, LLC
260-266 Broadway, Chelsea, MA 02150

Notice is hereby given that a public hearing will be held by the Chelsea Licensing Commission on Tuesday, September 25, 2018 at 6:00 p.m., at the Chelsea Public Library Auditorium, 569

Emiliana Fiesta, LLC at 35 Fourth Street, Chelsea, MA 02150. TRANSLATORS: Hearings are conducted in English. If needed, please bring a translator to the hearing. CHELSEA LICENSING COMMISSION 9/13/18, 9/20/18

LEGAL NOTICE



Re: Casa Mariachi Restaurant, Inc. d/b/a La Esquina Mariachi
170 Washington Avenue, Chelsea, MA 02150
Notice is hereby given that a public hearing will be held by the Chelsea

Licensing Commission on Tuesday, September 25, 2018 at 6:00 p.m., at the Chelsea Public Library Auditorium, 569 Broadway, Chelsea, MA, to consider a Restaurant, All Alcoholic Beverages and a Common Victualer license application to Casa Mariachi Restaurant, Inc. d/b/a La Esquina Mariachi at 170 Washington Avenue, Chelsea, MA 02150.

TRANSLATORS: Hearings are conducted in English. If needed, please bring a translator to the hearing. CHELSEA LICENSING COMMISSION 9/13/18, 9/20/18

LEGAL NOTICE



Re: Fine Mart, LLC
260-266 Broadway, Chelsea, MA 02150
Notice is hereby given that a public hearing will be held by the Chelsea Licensing Commission on Tuesday, September 25, 2018 at 6:00 p.m., at the Chelsea Public Library Auditorium, 569

Re: Chelsea Liquor, Inc. d/b/a Heller's Liquor Mart
429 Broadway, Chelsea, MA 02150
Notice is hereby given that a public hearing will be held by the Chelsea Licensing Commission on Tuesday, September 25, 2018 at 6:00 p.m., at the Chelsea Public Library Auditorium, 569 Broadway, Chelsea, MA, relative to the Chelsea Police Department Incident Report #18-2565-01. TRANSLATORS: Hearings are conducted in English. If needed, please bring a translator to the hearing. CHELSEA LICENSING COMMISSION 9/13/18, 9/20/18

LEGAL NOTICE

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT

24 New Chardon St. Boston, MA 02114
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, § 5-304 & § 5-405

Docket No. SU1801459PM
In the matter of: Laura J. Asa Of Chelsea, MA

To the named Respondent and all other interested persons, a petition has been filed by Angelina T. Mottola of East Boston and Thomas J. McCarthy of East Boston, MA in the above captioned matter alleging that Laura J. Asa is in need of a Conservator or other protective order and requesting that Thomas J. McCarthy of East Boston, MA (or some other suitable person) be

date of 11/20/2018. This is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date. IMPORTANT NOTICE: The outcome of this proceeding may limit or completely take away the above named persons right to make decisions about personal affairs or financial affairs or both. The above named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above named person. If the above named person cannot afford a lawyer, one may be appointed at State expense. WITNESS: Hon. Brian J. Dunn, First Justice of this Court. Date: August 26, 2018 Felix D. Arroyo, Register of Probate 9/13/18

LEGAL NOTICE

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT

24 New Chardon St. Boston, MA 02114
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, § 5-304 & § 5-405

Docket No. SU1801459PM
In the matter of: Laura J. Asa Of Chelsea, MA

To the named Respondent and all other interested persons, a petition has been filed by Angelina T. Mottola of East Boston and Thomas J. McCarthy of East Boston, MA in the above captioned matter alleging that Laura J. Asa is in need of a Conservator or other protective order and requesting that Thomas J. McCarthy of East Boston, MA (or some other suitable person) be

LEGAL NOTICE



LEGAL NOTICE
CITY OF CHELSEA
DEPARTMENT OF PUBLIC WORKS
NOTICE OF PUBLIC HEARING

The Department of Public Works will conduct a Public Hearing on Tuesday, October 2, 2018 in Chelsea City Hall, in the City Council Chambers third floor, 500 Broadway, Chelsea, at 6:00 pm on the following Petition: MOBILITY, LLC SUMMIT AVE and WARREN AVE. to attach dual-lane ramp equipment to an existing 33' utility pole in the right-of-way located at Summit Avenue and Warren Avenue, with electricity connection. The public is invited to attend. BERTRAM TAVERNA DIRECTOR 9/13/18

LEGAL NOTICE

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT

Suffolk Division
24 New Chardon St. Boston, MA 02114
(617)780-0300
ORDER FOR SERVICE AND MAILING
Docket No: SU1800526DR
Sonia Plova vs. Shawn Plova

Upon motion of plaintiff(s) for an order directing the defendant(s), to appear, plead, or answer in accordance with Mass.R.Civ.P./Mass.R.Dom.Rel.P. Rule 4, it appearing to the

9/20/18

ATTACHMENT B



CITY OF CHELSEA, MA Law Department

City Hall, 500 Broadway, Room 307 · Chelsea, MA 02150
Phone: 617.466-4150 · Fax: 617.466-4159

CHERYL WATSON FISHER
City Solicitor/School Counsel
cfisher@chelseama.gov

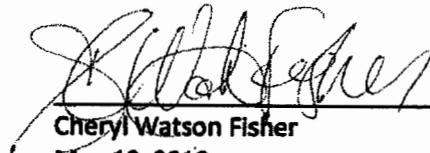
Elizabeth C. Caiazzi
Assistant City Solicitor
ecaiazzi@chelseama.gov

Strephon Treadway
Assistant City Solicitor
streadway@chelseama.gov

Nancy A. Slater
Legal Secretary
nslater@chelseama.gov

Pamela Johnson
Office Clerk
pamjohnson@chelseama.gov

I, Cheryl Watson Fisher, City Solicitor for the City of Chelsea, hereby attest and certify that the City of Chelsea received the attached Notice on September 10, 2018. I then provided copies to the City Council, staff to the Planning Board, Zoning Board and Licensing Board. The Notice was then posted on the City's official Bulletin Board where all meetings are posted.



Cheryl Watson Fisher
May 13, 2019

Community Outreach Meeting

Notice is hereby given that a

COMMUNITY OUTREACH MEETING

for a proposed Marijuana Establishment is scheduled

for **SEPTEMBER 20, 2018 at 6PM at**

500 BROADWAY

THIRD FLOOR CITY COUNCIL CHAMBERS,

CHELSEA, MA 02150

The location for the proposed

Marijuana Cultivator and Retailer is

200 Beacham Street, Chelsea, MA 02150

There will be an opportunity for the public
to ask questions.

Please contact Jay Paul Satin, Esq. with any
inquiries at (781) 289-2215, GreenStar Herbals.

Esta noticia es para informarles que habra una

REUNION DE LA COMUNIDAD

en donde es les informara de la propuesta
para establecer un negocio de Marijuana.

Le reunion esta programada para

el 20 SEPTEMBER 2018 a 6:00PM en el

500 Broadway,

SALA DE CITY COUNCIL CHAMBERS

EN AL TERCER PISO, CHELSEA, MA 02150

La direccion propuesta para

cultivar y vender Marijuana sera en la

200 Beachman Street, Chelsea, MA 02150.

Durante la reunion el public tendra la oportunity
de hacer preguntas.

Por favor llamar a Lic. Jay Paul Satin, con
cualquiera pregunta (781) 289-2215, GreenStar Herbals.

JAY PAUL SATIN

Attorney at Law

385 Broadway, Suite 202
Revere, Massachusetts 02151

jaysatin@hotmail.com

Telephone: (781) 289-2215

Facsimile: (781) 289-1200

September 10, 2018



CERTIFIED MAIL: 7014 0150 0001 0513 5894
and RETURN RECEIPT

RE: GreenStar Herbals / 200 Beacham St, Chelsea

Dear Sir or Madam:

As regard the above, enclosed please find: Community Outreach Meeting Notice.

If you should have any questions or concerns, please feel free to contact my office.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jay Paul Satin" with a stylized flourish at the end.

Jay Paul Satin

JPS/jm
Encls.

JAY PAUL SATIN

Attorney at Law

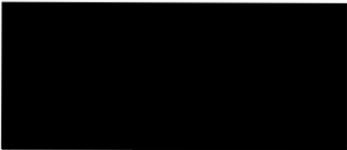
385 Broadway, Suite 202
Revere, Massachusetts 02151

jaysatin@hotmail.com

Telephone: (781) 289-2215

Facsimile: (781) 289-1200

September 10, 2018



CERTIFIED MAIL: 7014 0150 0001 0513 5887
and RETURN RECEIPT

RE: GreenStar Herbals / 200 Beacham St, Chelsea

Dear Sir or Madam:

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If you should have any questions or concerns, please feel free to contact my office.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jay Paul Satin" with a stylized flourish and the initials "JPS" below it.

Jay Paul Satin

JPS/jm
Encls.

JAY PAUL SATIN

Attorney at Law

385 Broadway, Suite 212
Revere, Massachusetts 02151

jaysatin@hotmail.com

Telephone: (781) 289-2215

Facsimile: (781) 289-1200

September 10, 2018



CERTIFIED MAIL: 7014 0150 0001 0513 5924
and RETURN RECEIPT

RE: GreenStar Herbals / 200 Beacham St, Chelsea

Dear Sir or Madam:

As regard the above, enclosed please find: Community Outreach Meeting Notice.

If you should have any questions or concerns, please feel free to contact my office.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jay Paul Satin" with the initials "(jm)" written below it.

Jay Paul Satin

JPS/jm
Encls.

JAY PAUL SATIN

Attorney at Law

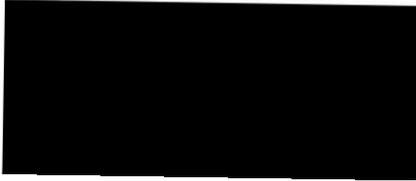
385 Broadway, Suite 202
Revere, Massachusetts 02151

jaysatin@hotmail.com

Telephone: (781) 289-2215

Facsimile: (781) 289-1200

September 10, 2018



CERTIFIED MAIL: 7014 0150 0001 0513 5917
and RETURN RECEIPT

RE: GreenStar Herbals / 200 Beacham St, Chelsea

Dear Sir or Madam:

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Thank you.

Jay Paul Satin

JPS/jm
Encls.

JAY PAUL SATIN

Attorney at Law

385 Broadway, Suite 202
Revere, Massachusetts 01951

jaysatin@hotmail.com

Telephone: (781) 289-2215

Facsimile: (781) 289-1200

September 10, 2018



CERTIFIED MAIL: 7014 0150 0001 0513 5900
and RETURN RECEIPT

RE: GreenStar Herbals / 200 Beacham St, Chelsea

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Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jay Paul Satin" with the initials "JPS" written below it.

Jay Paul Satin

JPS/jm
Encls.

Community Outreach Meeting

Notice is hereby given that a

COMMUNITY OUTREACH MEETING

for a proposed Marijuana Establishment is scheduled

for **SEPTEMBER 20, 2018 at 6PM at**

500 BROADWAY

THIRD FLOOR CITY COUNCIL CHAMBERS,

CHELSEA, MA 02150

The location for the proposed

Marijuana Cultivator and Retailer is

200 Beacham Street, Chelsea, MA 02150

There will be an opportunity for the public
to ask questions.

Please contact Jay Paul Satin, Esq. with any
inquiries at (781) 289-2215, GreenStar Herbals.

Esta noticia es para informarles que habra una

REUNION DE LA COMUNIDAD

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Durante la reunion el public tendra la oportunidad
de hacer preguntas.

Por favor llamar a Lic. Jay Paul Satin, con
cualquiera pregunta (781) 289-2215, GreenStar Herbals.



MUNICIPAL FINANCIAL BENEFIT

As GreenStar is not yet operational for adult use at this location, the municipality has not borne any costs reasonably related to the operation of the adult-use establishment.



Plan to Positively Impact Areas of Disproportionate Impact

Overview

GreenStar Herbals, Inc. (“GreenStar”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Cannabis Control Commission (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, GreenStar has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Chelsea, Massachusetts.

Goals

In order for GreenStar to positively impact Chelsea and its residents, GreenStar has established the following goals:

1. Reducing barriers to entry in the commercial adult-use cannabis industry by hiring and maintaining a labor force (across all GreenStar locations) in which at least fifty percent (50%) of individuals are residents of Chelsea or another area of disproportionate impact; and
2. Providing business assets towards endeavors in Chelsea that will have a positive impact on the members of the community.

Programs

GreenStar has developed specific programs to effectuate its stated goals to positively impact Chelsea residents. Such programs will include the following:

1. Instituting a preferential hiring program for Chelsea residents and residents of other areas of disproportionate impact, which will include ongoing outreach at Chelsea-based career fairs at least once annually, and posting available positions in the Chelsea Record, and other such appropriate publications and mediums to attract residents of Chelsea;
2. Conducting at least one (1) industry-specific educational seminar annually on marijuana retailing and marijuana business management for Chelsea residents; and
3. Providing a monetary donation of at least two thousand five hundred dollars (\$2,500.00) at least once annually to a non-profit organization with goals to improve Chelsea that will



have a positive impact on members of the Chelsea community (specific information related to GreenStar's past and future donations is included below).

Measurements

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

- Hiring and maintaining a labor force (across all GreenStar locations) in which at least fifty percent (50%) of individuals are residents of Chelsea or another area of disproportionate impact;
- Documenting the number and subject matter of industry-specific educational seminars offered and performed, and to whom; and
- Documenting the number and amount of any donations made to initiatives with goals to improve disproportionately impacted areas.

Beginning upon receipt of GreenStar's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, GreenStar 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 Operations will review and evaluate GreenStar's measurable outcomes no less than twice annually to ensure that GreenStar is meeting its commitments. Such evaluation will include a staffing analysis, which will include a comprehensive review of GreenStar's personnel files. The staffing analysis will include the number of individuals from Chelsea or another area of disproportionate impact who were hired and retained for a period of no less than six (6) months. GreenStar is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

In the event that GreenStar is not meeting its commitments, GreenStar will conduct an employee survey to solicit company-wide input on the successes of existing positive impact programs and ways to better serve the needs of Chelsea residents. In addition, GreenStar will increase the number of industry-specific educational seminars it offers from one (1) to two (2) annually.

Donations to Non-Profit Organizations

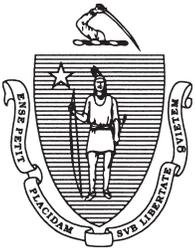
Moreover, in furtherance of GreenStar's goal of providing business assets towards endeavors in Chelsea that will have a positive impact on the members of the community, GreenStar has already begun to demonstrate its commitment to serving and supporting Chelsea by making a donation of five thousand dollars (\$5,000.00) to the Chelsea Chamber of Commerce Charitable Foundation, Inc. (the "Chelsea Chamber Foundation") on June 21, 2019, which the Chelsea



Chamber Foundation will use to further its “Shades of Chelsea” project intended to remove blight and improve Chelsea’s downtown. Additionally, GreenStar will make a future annual donation of at least two thousand five hundred dollars (\$2,500.00) to GreenRoots, Inc. (“GreenRoots”), a Chelsea community-based non-profit organization dedicated to improving and enhancing the urban environment and public health in Chelsea and surrounding communities. Documentation related to the Chelsea Chamber Foundation’s and GreenRoots’ willingness to accept donations from GreenStar is attached.

Acknowledgements

- As identified above, GreenStar has donated to the Chelsea Chamber Foundation and acknowledges that the Chelsea Chamber Foundation was contacted regarding and has received the donation described herein.
- Furthermore, GreenStar intends to donate to GreenRoots and acknowledges that GreenRoots has been contacted and will receive the donation described herein.
- GreenStar 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 GreenStar will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 05, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
GREENSTAR HERBALS, INC.

is a domestic corporation organized on **May 15, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18110069610

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

Processed by:



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001327773

ARTICLE I

The exact name of the corporation is:

GREENSTAR HERBALS, INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	0

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

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

ARTICLE VII

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

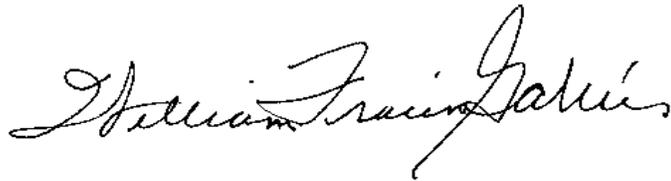
Later Effective Date: Time:

ARTICLE VIII

THE 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:

May 15, 2018 02:08 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

**BYLAWS
OF
GREENSTAR HERBALS, INC.**

BYLAWS OF GREENSTAR HERBALS, INC.

ARTICLE I: GENERAL

Section 1.1 Name and Purposes. The name of the Corporation is GreenStar Herbals, Inc. (the “Corporation”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “Articles of Organization”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“Chapter 156D”).

Section 1.2 Articles of Organization. These Bylaws (“Bylaws”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.3 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 1.4 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.5 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

ARTICLE II: SHAREHOLDERS

ARTICLE I

ARTICLE II

Section II.1 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication, and may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic

transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 1.6 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that, unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 1.7 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors, or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than thirty-five (35) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting, *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 1.8 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred-twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual

meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

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

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

Section 1.9 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days (or, if sent by third class mail, thirty (30) days) and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent, or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting

of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

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

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

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

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

Section 1.10 Persons Entitled to Vote. Except as otherwise provided by law, and except when a record date has been fixed, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given shall be entitled to notice of a shareholders' meeting, or to vote at such meeting. In the event notice is waived, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which the meeting is held shall be entitled to vote. If no record date has been fixed, the record date shall be:

(a) For determining shareholders entitled to give consent to action by the Corporation without a meeting, the day on which the first written consent is given.

(b) For determining shareholders for any other purpose, the later of (i) the day on which the Board of Directors adopts the resolution relating thereto, or (ii) the sixtieth (60th) day prior to the date of such other action.

Section I.11 Fixing the Record Date. The Board of Directors may fix a time in the future as a record date to determine the shareholders entitled to notice of, and to vote at, any meeting of shareholders or give written consent to action by the Corporation without a meeting or entitled to receive any dividend or distribution, or to any change, conversion, or exchange of shares.

A record date fixed under this Section 2.07 may not be more than sixty (60) days or less than ten (10) days before the meeting or more than sixty (60) days before any other action requiring a determination of shareholders. When a record date is so fixed, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date. In the event any meeting of shareholders is adjourned for more than forty-five (45) days from the date set for the original meeting, the Board shall fix a new record date for purposes of giving notice of, and determining the holders of shares entitled to vote at, such adjourned meeting.

Section I.12 Quorum of and Action by Shareholders. The presence at a meeting in person or by proxy of the persons entitled to vote a majority of the voting shares constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of such number of shareholders so as to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum, except as otherwise provided by law. Except as otherwise provided by law, herein or in the Articles of Organization, the affirmative vote of a majority of the shares represented at a meeting at which a quorum is present, shall be the act of the shareholders.

Section I.13 Adjourned Meetings and Notice Thereof. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. When a meeting is adjourned for forty-five (45) days or more, or if a new record date for the adjourned meeting is fixed by the Board of Directors, notice of the adjourned meeting shall be given to such shareholders of record entitled to vote at the adjourned meeting, as in the case of any original meeting. When a meeting is adjourned for less than forty-five (45) days, and a new record date is not fixed by the Board of Directors, it shall not be necessary to give any notice of the time and place of the adjourned meeting, means of electronic transmission or electronic video screen communication, if any, or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken, provided only business that might have been transacted at the original meeting may be conducted at such adjourned meeting.

Section 1.14 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

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

Section 1.15 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of Common Stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 1.16 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 1.17 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to G.L. c. 156D, § 7.22.

Section 1.18 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

ARTICLE III: DIRECTORS

ARTICLE II

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

Section II.2 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and, to the extent required by law the duty to:

(a) Appoint and remove at pleasure of the Board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the Directors.

(b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Organization or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe in the manner of executing the same.

(c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks,

drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon.

(d) Appoint by resolution of a majority of the authorized number of Directors an executive committee and other committees and delegate to the executive committee any of the powers and authorities of the Board in the management of the business and affairs of the Corporation, except the powers to (i) fill vacancies on the Board or any committee, (ii) fix compensation of Directors; (iii) adopt, amend, or repeal these Bylaws; (iv) amend or repeal resolutions of the Board that are expressly non-amendable or not able to be repealed; (v) declare a dividend or distribution to shareholders or authorize the repurchase of the Corporation's shares except at a rate, in a periodic amount or within a range, determined by the Board; (vi) establish other committees of the Board; or (vii) approve any action that in addition to Board approval requires shareholder approval. The executive committee shall be composed of one (1) or more Directors. The provisions of these Bylaws regarding notice and meetings of Directors shall apply to all committees.

(e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful.

(f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of this Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived, the Directors, nevertheless, having the authority to cause such report to be sent to shareholders.

Section II.3 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section II.4 Vacancies and Newly Created Directorships. A vacancy on the Board of Directors exists in case of the occurrence of any of the following events:

(a) The death, resignation, or removal of any Director.

(b) The removal or declaration of vacancy by the Board of Directors of a Director who has been declared of unsound mind by a court order or convicted of a felony.

(c) The Director is a member who is divested from ownership of the marijuana business resulting from a decision by either the state or local licensing authority.

(d) The authorized number of Directors is increased.

(e) At any annual, regular, or special meeting of shareholders at which any Director is elected, the shareholders fail to elect the full authorized number of Directors to be voted for at that meeting.

All vacancies (other than vacancies created by removal of a Director) may be filled by the approval of the Board of Directors or, if there is less than a quorum of Directors, by (i) a vote of the majority of the remaining Directors at a meeting held pursuant to notice or waivers of notice complying with G.L. c. 156D, (ii) unanimous written consent or (iii) a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular, or special meeting of the shareholders. The shareholders may, by vote or written consent of a majority of outstanding shares entitled to vote in the election of Directors, elect a Director at any time to fill any vacancy not filled by the Directors. The shareholders may, by vote of a majority of outstanding shares entitled to vote in the election of Directors or unanimous written consent, elect a Director at any time to fill any vacancy created by removal of a Director, except that a vacancy created pursuant to clause (b) of this Section may be filled by the Board of Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or the shareholders may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of that Director's term of office.

Section II.5 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

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

Section II.6 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section II.7 Meetings of Directors.

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

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by at least one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery, notice shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving

notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

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

Section II.8 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can communicate with one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section II.9 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless G.L. c. 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section II.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section II.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under G.L. c. 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed

with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section II.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of one (1) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

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

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

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

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

ARTICLE IV: OFFICERS

ARTICLE III

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

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

Section III.2 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

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

Section III.3 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

ARTICLE IV

Section IV.1 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by G.L. c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section IV.2 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

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

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

ARTICLE V

Section V.1 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to G.L. c. 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two (2) or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

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

Section V.2 Transfers of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section V.3 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section V.4 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the

shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII: CORPORATE RECORDS AND INSPECTION

ARTICLE VI

Section VI.1 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section VI.2 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section VI.3 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VIII: MISCELLANEOUS

ARTICLE VII

Section VII.1 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section VII.2 Fiscal Year. The fiscal year of the Corporation shall commence on January 1 of each year.

Section VII.3 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of G.L. c. 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section VII.4 Invalid Provisions. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section VII.5 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in G.L. c. 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting, and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

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

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office, or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section VII.6 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier the annual meeting of shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to shareholders upon request in compliance with G.L. c. 156D, § 16.20.

Section VII.7 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR THE CORPORATION, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX: AMENDMENT OF BYLAWS

ARTICLE VIII

Section VIII.1 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section VIII.2 Amendment by Directors. Subject to the rights of shareholders as provided in Section 9.01, and the statutory limitations of G.L. c. 156D, the Board of Directors may adopt, amend, or repeal these Bylaws.

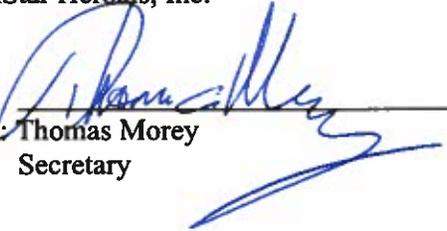
[SIGNATURE PAGE TO FOLLOW]

**CERTIFICATE OF SECRETARY
OF
GreenStar Herbals, Inc., a Massachusetts corporation**

The undersigned, Thomas Morey, hereby certifies that he is the duly elected and acting Secretary of GreenStar Herbals, Inc., a Massachusetts corporation (the "Corporation"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of SEPT 26, 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 26 day of SEPT., 2018.

GreenStar Herbals, Inc.

By: 
Name: Thomas Morey
Title: Secretary



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENSTAR HERBALS INC.
310 FLAGG HILL RD
BOXBOROUGH MA 01719-2106

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREENSTAR HERBALS INC. 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) 887-6367 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 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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: r3phtj



000019



GreenStar Herbals, Inc.

Business Plan

June 25, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

GreenStar Herbals, Inc. (“**GreenStar**”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

GreenStar was established by Thomas Morey after a highly successful 25-year career in the computer networking field, partnering with and building Cabletron Systems into a Fortune 500 corporation. Mr. Morey, in his role as President and Chief Executive Officer of GreenStar, has decided to embark on this new and exciting challenge. With the emerging cannabis industry in Massachusetts, Mr. Morey felt he was well positioned to be successful in this new industry by utilizing his vast business and managerial experience to develop the company into a first-class, high-end entity.

GreenStar embarked on assembling the strongest, most experienced team in the industry, hiring Napoleon Brito as Director of Operations, James Morey as Assistant Director of Operations, Michael Allen as a Security Consultant, and John Herendeen, who is a registered pharmacist, as Director of Educational Offerings. With its team’s combined experience, GreenStar believes it is extremely well positioned to provide the City of Chelsea with a professionally run, high-end boutique style retail dispensary, with world-class security, that is easily and safely accessible from a major roadway, with ample parking, and significant revenues and benefits for Chelsea. GreenStar will provide the City with a business that the community and the people who reside there can be proud of.

1.2 License Type

GreenStar is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Establishment (“**ME**”) Marijuana Retailer in Chelsea, Massachusetts.

1.3 Product

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

Products that GreenStar 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; and
10. Ingestion capsules.

1.4 What Drives Us

GreenStar's goals include:

1. Serving 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 GreenStar's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within GreenStar and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts through energy efficient operations; and
9. Selling marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

GreenStar is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a ME in the Commonwealth.

GreenStar will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Retailer ME that consists of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

GreenStar will be located in Chelsea and has leased a facility in the City. The facility is well positioned and matches the ideal picture of a community dispensary store. The facility was previously used for commercial purposes and remains in good condition. GreenStar plans to initially launch retail establishments in Chelsea and Dracut, and anticipates pursuing a third retail location elsewhere in Massachusetts.

GreenStar will establish inventory controls and procedures for reviewing comprehensive inventories of finished, stored marijuana and marijuana products; conduct a monthly inventory of stored marijuana and marijuana products; 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.

GreenStar will track all marijuana and marijuana products in a form and manner approved by the Commission.

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

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

GreenStar 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.

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

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste,

and liquid waste containing marijuana will be disposed of in compliance with all applicable state and federal requirements.

GreenStar 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, GreenStar 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 GreenStar.

GreenStar and its agents will comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security

GreenStar 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.

GreenStar'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 Chelsea 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 GreenStar'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 GreenStar will maintain a current list of individuals with access.

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

GreenStar will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

GreenStar looks forward to working cooperatively with the City of Chelsea (which approved

2016 Ballot Question 4 legalizing adult use marijuana with approximately 55% of the vote) to ensure that GreenStar operates as a responsible, contributing member of the Chelsea community. GreenStar anticipates establishing a mutually beneficial relationship with Chelsea in exchange for the City allowing GreenStar to site and operate there. The City stands to benefit in various ways, including but not limited to the following:

- Jobs:
 - A Marijuana Retailer facility will likely add an estimated 12-15 jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
 - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- Access to Quality Product:
 - GreenStar 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.
- Control:
 - In addition to the Commission, the Chelsea Police Department and other municipal departments will have oversight over GreenStar's security systems and processes.
- Responsibility:
 - GreenStar is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.

2.5 Zoning

The address for GreenStar's ME is 200 Beacham Street, Chelsea, MA 02150, and this location complies with all Chelsea zoning requirements.

In accordance with Chelsea's Zoning Ordinance, the proposed property is located in Chelsea's Industrial Zoning District, which allows Marijuana Retailers by special permit. In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

GreenStar's proposed location is in Chelsea. Surrounding areas include Boston, Everett, Revere, and Winthrop.

3.2 Customers

In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

GreenStar's competitors will include any licensed, operational adult-use marijuana retailers in the surrounding communities, but currently there are none.

3.4 Competitive Advantage

GreenStar's competitive advantages over its competition include its team's combined experience and the locations of its proposed facilities.

In every business, there is competition. However, the retail cannabis industry is known to be particularly competitive. GreenStar possesses several strengths which will separate it from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

GreenStar Herbals has retained Vicente Sederberg LLP as its state regulatory and compliance counsel. Vicente Sederberg is a full-service, national law firm specializing in the marijuana industry. Headquartered in Denver, Colorado, Vicente Sederberg also has offices in Boston, Jacksonville, and Los Angeles. Vicente Sederberg's attorneys have more than three decades of combined experience representing clients in the marijuana industry and working on marijuana policy reform, including helping to draft Amendment 64 that established the legal market in Colorado and Question 4 that legalized adult-use marijuana in Massachusetts.

In Massachusetts, Vicente Sederberg represents companies like GreenStar that are applying for Marijuana Establishment licenses and routinely advises clients on licensing and regulatory issues. GreenStar has also retained local counsel to assist with real estate, zoning and permitting matters in Chelsea.

Additional competitive advantages include:

1. A premiere real estate location that is positioned to attract the strong patronage that will ensure a positive financial impact for the City of Chelsea and its residents. The existing building will be renovated, with no expenses spared, into an aesthetically pleasing, high-end boutique facility.
2. GreenStar will employ a state-of-the-art, world class security system and plan, which features on-site security officers, alarm systems, video and electronic access control features.

GreenStar is committed to establishing an on-going dialogue and monitoring process with the Chelsea Police Department. GreenStar's security will be second to none and a model for the industry.

3. GreenStar offers rock solid financials with no debt or outsider investors, this ensures the City of Chelsea a fast-track build-out and expedited opening of the facility without delays allowing for a rapid revenue stream for the City. Established banking is set up to ensure safe deposits of all daily sales transactions that results in consistent and uninterrupted business. GreenStar's established banking relationship with Century Bank ensures safe deposits of all daily sales allowing for consistent and uninterrupted business operations. The financial stability of GreenStar also provides assurances for a well-funded, successful operation providing significant benefits, financial and otherwise, to the City and its residents.
4. GreenStar will provide superior quality products meeting the highest of industry standards and guaranteeing no supply issues, thus allowing for a steady and robust revenue stream.
5. A positive impact will be guaranteed for the community by GreenStar through a lucrative financial Host Community Agreement, as well as voluntary community service hours by our employees. Informational, educational offerings will be provided by GreenStar including community outreach programs and cooperative programs in association with existing community programs and groups. Lastly, GreenStar anticipates 12-15 newly created jobs will be available to Chelsea residents.
6. GreenStar's goal and commitment is to ensure the City of Chelsea that GreenStar's facility, and the company itself, will be a model of success and cooperation in this new and exciting industry. It promises to provide a safe, secure and successful operation that will not only be financially beneficial to the City, but will also become a business the City can respect and be proud of.

3.5 Regulations

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

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

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

GreenStar 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.

4. PRODUCT / SERVICE

4.1 Product & Service

GreenStar's core product sold as a Marijuana Retailer will be marijuana, which will come in a variety of strains and product types. GreenStar will also engage in the sale of marijuana infused products including concentrates, topical salves, creams and lotions, patches, oral mucosal and sublingual dissolving tablets, tinctures, sprays, inhalation ready to use CO2 extracted hash oils, pre-dosed oil vaporizers and ingestion capsules.

4.2 Pricing Structure

GreenStar's pricing structure will vary based on market conditions. GreenStar plans to sell products of superior quality and will price its products accordingly.

5. MARKETING & SALES

5.1 Growth Strategy

GreenStar’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.

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

5.2 Communication

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

All marketing, advertising, and branding produced by or on behalf of GreenStar 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.”

In compliance with 935 CMR 500.000 *et seq.*, GreenStar may share information with customers through:

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

GreenStar 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 both its website and in its retail store.

5.3 Sales

GreenStar will sell its products and services by engaging customers with knowledgeable in-store personnel.

GreenStar 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, GreenStar will market its products and services to reach a wide range of qualified consumers.

GreenStar 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.” GreenStar will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

GreenStar has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

An image of the logo can be found below:



6. FINANCIAL SUMMARY

GreenStar is a privately funded corporation with no outside investors or debt. GreenStar anticipates spending approximately \$500,000 on the build-out of the Chelsea facility. Institutional financing will not be required. GreenStar has substantial cash reserves immediately available and an additional \$1,700,000.00 line of credit established. Thomas Morey, President and Chief Executive Officer of GreenStar, also has numerous multi-million-dollar assets that include real estate holdings and other investments. An additional line of credit (> \$2,000,000.00) is also available from these holdings.

As stated above, GreenStar has established a banking relationship with Century Bank, Medford, MA to ensure daily safe deposits of all sales transactions. GreenStar is a formidable group holding no debt which will ensure that as a partner to the City of Chelsea, it will provide consistent, uninterrupted and secure business and has the infrastructure in place to meet and exceed all of the City's financial, community, educational, and charitable expectations.

7. TEAM

7.1 General

GreenStar has put together a team to implement the operations of the ME. GreenStar intends to create 12-15 staff positions within the first three years of operations in Chelsea.

Under the leadership of its President and Chief Executive Officer, Thomas Morey, GreenStar has assembled what it believes to be the strongest, most experienced team in the industry, hiring Napoleon Brito as Director of Operations, James Morey as Assistant Director of Operations, Michael Allen as a Security Consultant, and John Herendeen, a registered Pharmacist, as Director of Educational Offerings.

No individual on the GreenStar team is a controlling person of more than three ME licenses in a particular class of license.

7.2 Founder

GreenStar was established by Mr. Morey after a highly successful 25-year career in the computer networking field, during which time he partnered with and helped build Cabletron Systems into a Fortune 500 corporation. Mr. Morey embarked on a new challenge by forming GreenStar and taking on the role of President and Chief Executive Officer. With the emerging cannabis industry in Massachusetts, Mr. Morey felt he was well positioned to be extremely successful in this new industry by utilizing his vast business and managerial background to develop GreenStar into a first-class, high-end entity.

8. FINAL REMARKS

GreenStar has the experience and know-how to safely and efficiently serve consumers with high quality, consistent, laboratory-tested cannabis and cannabis products. GreenStar's state-of-the-art security systems and comprehensive security measures will help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. GreenStar is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of individuals working under a framework of high quality standard operating procedures and growth strategies. In doing so, GreenStar looks forward to working cooperatively with the Commission and the municipalities in which it operates to help spread the benefits this market will yield.



PLAN FOR OBTAINING LIABILITY INSURANCE

GreenStar Herbals, Inc. (“GreenStar”) contracts with Gallo Thomas Insurance 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. GreenStar will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, GreenStar 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. GreenStar 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.



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), GreenStar Herbals, Inc. (“GreenStar”) will only be accessible to consumers 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, a GreenStar agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event GreenStar 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). GreenStar 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), GreenStar 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. GreenStar 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. GreenStar 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), GreenStar 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. GreenStar’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

GreenStar Herbals, Inc. (“GreenStar”) will comply with the following sanitary requirements:

1. Any GreenStar 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 GreenStar 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. GreenStar’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 GreenStar’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. GreenStar’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. GreenStar 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. GreenStar’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. GreenStar’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. GreenStar’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;

9. GreenStar 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. GreenStar acknowledges and understands that the Commission may require GreenStar to demonstrate the intended and actual use of any toxic items found on GreenStar's premises;
11. GreenStar 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 GreenStar's needs;
12. GreenStar'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. GreenStar will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. GreenStar 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. GreenStar 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.

GreenStar'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).

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

GreenStar 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 GreenStar

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

GreenStar 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 GreenStar 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 GreenStar'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 GreenStar'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.

GreenStar'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. GreenStar acknowledges and understands that the Commission may require additional testing.

GreenStar'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 GreenStar 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. GreenStar 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. GreenStar 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 GreenStar's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to GreenStar 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.



QUALIFICATIONS AND TRAINING

GreenStar Herbals, Inc. (“GreenStar”) will ensure that all employees hired to work at a GreenStar 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.

GreenStar will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that GreenStar discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and GreenStar 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 GreenStar’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 GreenStar’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 GreenStar 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 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”.

GreenStar 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. GreenStar’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, GreenStar’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.



MAINTAINING OF FINANCIAL RECORDS

GreenStar Herbals, Inc.'s ("GreenStar") 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 the GreenStar.
- 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;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- 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.
- Application Renewal Records
 - GreenStar will 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.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

GreenStar Herbals, Inc. (“GreenStar”) will securely maintain personnel records, including registration status and background check records. GreenStar 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 GreenStar 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

Thomas Morey, Chief Executive Officer of GreenStar Herbals, Inc.

Phone: 978-857-9732

Email: tommorey7305@gmail.com

Business Hours

Monday: 9:00 a.m. - 9:00 p.m.

Tuesday: 9:00 a.m. - 9:00 p.m.

Wednesday: 9:00 a.m. - 9:00 p.m.

Thursday: 9:00 a.m. - 9:00 p.m.

Friday: 9:00 a.m. - 9:00 p.m.

Saturday: 9:00 a.m. - 9:00 p.m.

Sunday: 9:00 a.m. - 9:00 p.m.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for GreenStar will undergo a detailed background investigation prior to being granted access to a GreenStar facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for GreenStar 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, GreenStar 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, GreenStar 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, GreenStar 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 GreenStar or the Commission.

Personnel Policies and Training

As outlined in GreenStar'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 GreenStar agents are required to complete training as detailed in GreenStar's Qualifications and Training plan which includes but is not limited to the GreenStar'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).

GreenStar 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 GreenStar 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.



RECORDKEEPING PROCEDURES

General Overview

GreenStar Herbals, Inc. (“GreenStar”) 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 GreenStar documents. Records will be stored at GreenStar 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 GreenStar 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 GreenStar’s quarter-end closing procedures. In addition, GreenStar’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings

- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the GreenStar.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with GreenStar and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with [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

- GreenStar 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
 - GreenStar will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(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
 - GreenStar 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, GreenStar 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 GreenStar 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 GreenStar'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, GreenStar 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 GreenStar agents present during the disposal or other handling, with their signatures. GreenStar 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 GreenStar is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records

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

- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating 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

- GreenStar 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 GreenStar closes, all records will be kept for at least two (2) years at GreenStar's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, GreenStar 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 GreenStar'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 GreenStar'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 GreenStar 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 GreenStar, 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 GreenStar's website.
- Policies and procedures for the handling of cash on GreenStar 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.
- Application Renewal Records
 - GreenStar will 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

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



DIVERSITY PLAN

Overview

GreenStar Herbals, Inc. (“GreenStar”) is dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission (the “Commission”) has identified as the following:

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

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

Goals

In order for GreenStar to promote equity for women, minorities, and veterans in its operations, GreenStar has established the following goals:

- Having GreenStar’s staff comprised of individuals from the following demographics:
 - At least 40% of staff will be Women;
 - At least 15% of staff will be Minorities; and
 - At least 5% of staff will be Veterans;

Programs

In order to ensure not only a diverse workforce, but also promote equity in its operations, GreenStar has developed specific programs which will include the following:

1. Recruiting for Diversity
 - a. Participating in at least two (2) career fairs per year in underrepresented and minority communities, which will be advertised in The Chelsea Record; and
 - b. Advertising employment opportunities, as they become available but not less than quarterly, that are tailored to individuals falling into the above-listed diverse populations on DiversityWorking.com and HirePurpose.com.
2. GreenStar “Success Program”

Green Star has developed a Success Program that will promote equity and ensure that individuals from the above-listed diverse populations are provided with opportunities and the tools they need to succeed in the cannabis industry. Twice a year, GreenStar will host educational seminars for individuals from the above-listed diverse populations;

educational seminars will be able to accommodate no fewer than twenty (20) such individuals per seminar. The subject matters of the educational seminars will include marijuana retailing¹ and marijuana business management.² GreenStar will publicize such educational seminars in The Chelsea Record.

Measurements

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

- Documentation supporting GreenStar's goals of having at least 40% of staff comprised of women; 15% of staff comprised of minorities; and 5% of staff comprised of veterans;
- The number of job postings on DiversityWorking.com and HirePurpose.com (not less than quarterly);
- The number of candidates from the above-listed diverse populations interviewed;
- The number of candidates from the above-listed diverse populations hired;
- The number of employees from the above-listed diverse populations retained for at least six (6) months; and
- The number and demographics of individuals that participate in GreenStar's Success Program (including documentation of the topics covered).

Beginning upon receipt of GreenStar's first Provisional License designation from the Commission to operate a marijuana establishment in the Commonwealth, GreenStar will begin to 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 Operations will review and evaluate GreenStar's measurable outcomes no less than twice annually to ensure that GreenStar is meeting its commitments.

In the event that GreenStar is not meeting its commitments, GreenStar will issue a survey to poll its workforce to solicit company-wide input on the successes and failures of existing diversity initiatives. Additionally, GreenStar will increase the number of educational seminars offered through its Success Program from two (2) to three (3) seminars per year.

Acknowledgements

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

¹ Topics for marijuana retailing will include inventory tracking; product storage; limiting access to those 21 and older; and sales transactions.

² Topics for marijuana business management will include marketing and branding strategies and requirements; wholesaling from cultivators and product manufacturers; financial records and accounting; and employee management.



PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

GreenStar Herbals, Inc. (“GreenStar”) has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 502.000.

Prior to the point of sale or at the point of sale, GreenStar will designate whether marijuana and/or Marijuana Products are intended for sale for adult use or medical use through the SOR. All marijuana and Marijuana Products will be transferred to the appropriate license within the Seed-to-Sale SOR prior to sale. After the point of sale, GreenStar will reconcile that inventory in the SOR.

In compliance with 935 CMR 502.140, GreenStar will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of GreenStar’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, GreenStar will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, GreenStar will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and Marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, GreenStar will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at GreenStar’s retailer or easily accessible at another GreenStar location and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. GreenStar will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months.

In addition to virtual separation, GreenStar will provide for physical separation between the medical and adult use sales areas. A temporary or semi-permanent physical barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. GreenStar's agents will prioritize patient and caregiver identification verification and physical entry into the retail area.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105.

GreenStar will also provide an enclosed patient consultation area that is separate from the sales floor to allow privacy and for confidential visual and auditory consultation. The patient consultation area will have signage stating, "Consultation Area" and will be accessible by patients and caregivers without having to traverse a Limited Access area.

GreenStar will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.

GREENSTAR HERBALS, INC.

CHELSEA RETAILER ENERGY COMPLIANCE PLAN

GreenStar Herbals, Inc. (“GreenStar”) is currently in the process of finalizing its build out plans for the Chelsea Retailer facility and will ensure the facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.105(1)(q) and 500.105(15).

Potential Energy-Use Reduction Opportunities

GreenStar is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Translucent windows to allow for natural light to assist with facility lighting
2. Energy efficient lighting
3. Energy efficient HVAC equipment
4. WaterSense appliances to promote water efficiency
5. Insulated windows and doors
6. New roof and wall insulation

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, GreenStar will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

GreenStar does not currently plan to utilize renewable energy generation for its facility. However, as the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, GreenStar will continue to evaluate opportunities for renewable energy generation.

Strategies to Reduce Electric Demand

GreenStar is considering the following strategies to reduce electric demand.

1. Translucent windows to allow for natural light to assist with facility lighting
2. Energy efficient lighting
3. Energy efficient HVAC equipment

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, GreenStar will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, GreenStar will continue to evaluate its options for engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, s. 21, or through municipal lighting plants.