



# Massachusetts Cannabis Control Commission

## Marijuana Delivery Operator

### General Information:

**License Number:** MD1298  
**Original Issued Date:** 07/14/2022  
**Issued Date:** 07/14/2022  
**Expiration Date:** 07/14/2023

## MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

**Marijuana Delivery Operator Pre-Certification  
Number:**

## ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

**Business Legal Name:** Green Flash Delivery LLC

**Phone Number:** 857-261-4763      **Email Address:** osbornduane@gmail.com

**Business Address 1:** 225 Southampton St.      **Business Address 2:**

**Business City:** ROXBURY      **Business State:** MA      **Business Zip Code:** 02119

**Mailing Address 1:** PO Box 190002      **Mailing Address 2:** 60 Dudley Street

**Mailing City:** Roxbury      **Mailing State:** MA      **Mailing Zip Code:** 02119

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

DBE Documentation:

Document Category	Document Name	Type	ID	Upload Date
Other	Affidavit Duane.pdf	pdf	62229ba8177b01078937cdad	03/04/2022

**Certified Disadvantaged Business Enterprises (DBEs):** Minority-Owned Business

## SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

**Social Equity or Economic Empowerment License Number:** SE303731

## ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 51

**Percentage Of Control:**

51

**Role:** Owner / Partner

**Other Role:**

**First Name:** Duane

**Middle Name:** Edward      **Last Name:** Osborn      **Suffix:**

**Gender:** Male

**User Defined Gender:**

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

Specify Race or Ethnicity: Black American

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Mario

Middle Name: Augustine Last Name: Signore 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 HAVING DIRECT OR INDIRECT CONTROL

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Mario

Last Name: Signore

Suffix:

Marijuana Establishment Name: Green Line Management Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Boston

Marijuana Establishment State: MA

##### Individual 2

First Name: Mario

Last Name: Signore

Suffix:

Marijuana Establishment Name: Green Line Management Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Boston

Marijuana Establishment State: MA

##### Individual 3

First Name: Duane

Last Name: Osborn

Suffix:

Marijuana Establishment Name: Boston One Delivery Business Type: Other

Marijuana Establishment City: Boston

Marijuana Establishment State: MA

#### MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 225 Southamptn Street

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02118

Approximate square footage of the establishment: 1950

How many abutters does this property have?: 44

Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Certification of Host Community Agreement	Green Flash HCA Cert Executed.pdf	pdf	621fba947641f907553e8563	03/02/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Green Flash Delivery.pdf	pdf	622244452882b60773c1c3a0	03/04/2022
Community Outreach Meeting Documentation	COM Number of Attendees 032922.pdf	pdf	6244b3d153957f00086f01e1	03/30/2022
Community Outreach Meeting Documentation	COM Attestation Green Flash Signed.pdf	pdf	625eed445e562200082793c7	04/19/2022
Community Outreach Meeting Documentation	{GFD} - COM Newspaper Notice (Attachment A) - 2022.pdf	pdf	625eed5d3eefeb000a3294b1	04/19/2022
Community Outreach Meeting Documentation	{GFD} - COM Town Notice (Attachment B) - 2022.pdf	pdf	625eed743eefeb000a32959d	04/19/2022
Community Outreach Meeting Documentation	{GFD} - COM Abutter Notice (Attachment C) - 2022.pdf	pdf	625eed903eefeb000a3295c0	04/19/2022
Community Outreach Meeting Documentation	{GFD} - Zoom Recording Drive Link - (2022).pdf	pdf	625ef03d5e56220008279b7a	04/19/2022
Community Outreach Meeting Documentation	Green Flash Delivery Abutter Mailing List (42).pdf	pdf	625ef0b65e56220008279c3c	04/19/2022

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	Big Hope Project - Donation Acceptance Letter.pdf	pdf	62212b0f9ca34b074e79e8e4	03/03/2022
Plan for Positive Impact	PIP - GFD - (4.11.22).docx.pdf	pdf	6256e4b95e5622000820e3f9	04/13/2022

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Owner / Partner      Other Role:

First Name: Duane      Last Name: Osborn      Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 2

Role: Owner / Partner      Other Role:

First Name: Mario      Last Name: Signore      Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Dept Unemployment Assistance Certificate Green Flash.pdf	pdf	6220f84611f5a30789d97735	03/03/2022
Department of Revenue - Certificate of Good standing	GFD Certificate of good standing DOR.pdf	pdf	6242897053957f00086c0b70	03/29/2022
Secretary of Commonwealth - Certificate of Good Standing	Cert of GS SOC - GFD - (3.4.22).pdf	pdf	6255b5463eefeb000a2ace8a	04/12/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Cert of Amend Green Flash LLC 111521.pdf	pdf	6220f3c29ca34b074e79e53e	03/03/2022
Articles of Organization	Cert of Org Green Flash 1.pdf	pdf	6220f599177b01078937c39a	03/03/2022
Bylaws	Bylaws Green Flash Delivery LLC .pdf	pdf	6220f72d177b01078937c3c9	03/03/2022

Massachusetts Business Identification Number: 001524930

Doing-Business-As Name:

DBA Registration City:

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Biz Plan Green Flash March 2022.pdf	pdf	62212de2e449f407967da4aa	03/03/2022
Plan for Liability Insurance	Insurance Plan Green Flash.pdf	pdf	62212e5b11f5a30789d97a75	03/03/2022
Proposed Timeline	Proposed Timeline Green Flash March 2022.pdf	pdf	622133a66670b20768e7c1ad	03/03/2022

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance.pdf	pdf	60f97aefb27f97082de34e9c	07/22/2021
Prevention of diversion	Prevention of Diversion - July21.pdf	pdf	60f97b96996a07084e65fa98	07/22/2021
Quality control and testing procedures	Quality Control and Testing - July21.pdf	pdf	60f97bb7004ebe08af5a9c1a	07/22/2021
Record-keeping procedures	Recordkeeping Procedures - July21.pdf	pdf	60f97bb8801ea30834da91b3	07/22/2021
Transportation of marijuana	Transportation Plan - July21.pdf	pdf	60f97bbc2c0e380876f88e84	07/22/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Procedures July21.pdf	pdf	60f97c43388d2e0895f725e4	07/22/2021
A detailed plan for White Labeling	Plan for White Labeling July21.pdf	pdf	60f97c44ca95060859699e93	07/22/2021
Dispensing procedures	Dispensing Procedures - Delivery July21.pdf	pdf	60f97c8b35907208a4670d56	07/22/2021
Security plan	Security Plan - Delivery - 070621-converted.pdf	pdf	6104441367158339c0ec10e0	07/30/2021
Storage of marijuana	Storage Plan - Delivery - 070621-	pdf	61044414b6c7ee37de461279	07/30/2021

	converted.pdf			
Transportation of marijuana	Transportation Plan - Delivery - 070621-converted.pdf	pdf	61044417f4f37839b1f2c4df	07/30/2021
Qualifications and training	Qualification and training - Delivery - 070621-converted.pdf	pdf	61044477eccced39822b791c	07/30/2021
Maintenance of financial records	Maintaining Financial Records - Delivery Operator - 070621 (1)-converted.pdf	pdf	6104447865a78c37ab32b698	07/30/2021
Inventory procedures	Inventory Procedures - Delivery - 082421.pdf	pdf	6125509738fd570794514cc1	08/24/2021
Personnel policies	Personnel Policies - Delivery - 082421.pdf	pdf	61255097a82c5807742a3d99	08/24/2021
A plan to obtain marijuana and marijuana products	Plan for obtaining marijuana products Delivery.pdf	pdf	612552a1a82c5807742a3dd6	08/24/2021
Diversity plan	GFD Diversity Plan (4.25.22).pdf	pdf	6266f86c560e3c00087f9e21	04/25/2022

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 9:00 PM  
 Tuesday From: 8:00 AM Tuesday To: 9:00 PM  
 Wednesday From: 8:00 AM Wednesday To: 9:00 PM  
 Thursday From: 8:00 AM Thursday To: 9:00 PM  
 Friday From: 8:00 AM Friday To: 9:00 PM  
 Saturday From: 8:00 AM Saturday To: 9:00 PM  
 Sunday From: 8:00 AM Sunday To: 9:00 PM

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

I Agree

#### Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER  
No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION  
No documents uploaded

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# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

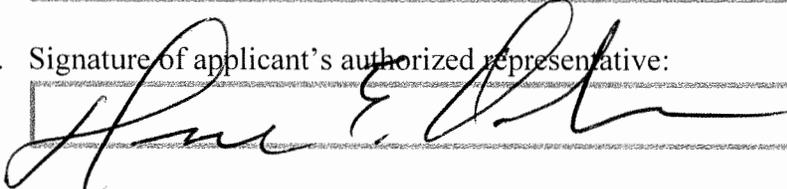
1. Name of applicant:

GREEN FLASH DELIVERY LLC

2. Name of applicant’s authorized representative:

DUANE EDWARD OSBORN

3. Signature of applicant’s authorized representative:

 01/21/22

4. Name of municipality:

City of Boston

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

Jasmin Winn

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

*Jasmin Winn*

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

Jasmin.winn@boston.gov

8. Host community agreement execution date:

January 25, 2022



## **Green Flash Delivery Plan to Remain Compliant with Local Zoning**

Green Flash Delivery LLC (GFD) attests that it will, through its operation of a retail establishment in the Boston, MA, follow and remain compliant with all local zoning requirements.

The Premises is subject to the requirements of the Boston Zoning Code, specifically Article 50 (Roxbury Neighborhood, Newmarket IDA Subdistrict). Any “Cannabis Establishment” Use (as defined by the Boston Zoning Code) is a Conditional Use at the Premises – with GFD therefore requiring a Conditional Use Permit from the Zoning Board of Appeal (the “ZBA”) in order to operate its planned Marijuana Delivery Operator facility at the Premises. .

GFD is eligible to receive a Special Permit and we are currently in process for obtaining one. The Special Permit will be recorded with the County Registry of Deeds and is continuous, so long as there is no lapse of business. The Special Permit is nontransferable to another entity.

To CCC,

Number of attendees at Green Flash Delivery Community Outreach Meeting:

11

*Duane Osborn, 03/28/22*

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Green Flash Delivery LLC

Name of applicant's authorized representative:

Duane Osborn

Signature of applicant's authorized representative:



# caucus

continued from page 1

East Boston and making virtual appearances at Wards 13, 14, 19, 21 and 22.

While the stakes are low for Wu, for Sullivan and other candidates for statewide office the Democratic caucuses are a strategic necessity as they seek to secure support from delegates to the party's state convention, where they need at least 15% of the vote to secure a slot on the Democratic primary ballot.

They're also an important opportunity for candidates for constitutional offices to make an impression on grassroots party activists. These activists could prove instrumental in assembling the statewide support network necessary to secure the million-plus votes needed to win. This year there are contested races for governor, secretary of state, auditor and attorney general.

Ward 18, which includes all of Hyde Park and part of Roslindale, was in the crosshairs of many candidates. It has the greatest delegate yield of any ward or town Democratic committee — 54 delegates and eight alternates. The allocation of delegates to committees is not based on population or the number of votes in a ward, town or city, but rather on the political acumen of the elected officials, ward bosses and other political players in the ward.

Ward 18 provides an interesting window into the changing racial and political dynamics in Boston. For more than 20 years, the ward was controlled by former Mayor Thomas Menino and his political allies. As the Hyde Park and

Roslindale neighborhoods that make up the ward became more diverse, with African American, Haitian American and Latino people moving there in recent decades, the caucus remained for some time under the control of a predominantly white group of elected officials and city workers.

During those decades, Black and Latino activists and white progressives who sought seats on the committee or sought to become delegates to the state convention were unable to do so without the blessing of Menino or his people. Although a majority of Black voters in 2006 supported Deval Patrick over former Attorney General Tom Riley, Menino's delegate votes from Ward 18 and the other Boston wards he controlled at that year's convention went to Reilly, whom he endorsed.

In 2020, after years of unsuccessful attempts, a coalition of progressives wrested control of Ward 18 from its longstanding leadership, pledging a more open, transparent and representative process for electing delegates.

In past years, slates of delegates were decided on by caucus members before the annual meeting, saving the political insiders the discomfort of a public contested vote.

In the newly constituted Ward 18 caucus, there are no more slates, noted member Jonathan Rodrigues.

"We want to make sure the delegates are representative of the ward," Rodrigues said. "Almost everyone who is running this year will get a seat."

The same openness seen in Ward 18 is playing out across the city, as Wu so far has not sought



Center for Teen Empowerment Executive Director Abrigal Forrester talks to Mayor Michelle Wu at the Ward 18 Democratic Caucus in Hyde Park.

to consolidate political power in ward committees. Menino and Walsh converted their campaign organizations into political machines, often leaning on city employees to maintain control over ward committees, ensuring a share of delegates they could allot to their preferred statewide candidates. Wu, on the other hand, said she held a training in January for her campaign volunteers and staff on the delegate process, but has not sought control over any committees.

"I haven't endorsed any

statewide candidates at this point," Wu said Saturday. "My goal is to make sure people are engaged."

Facing less pressure from elected officials, ward committees appear to have become more open. In neighboring Ward 20, which includes all of West Roxbury, members of the group West Roxbury/Roslindale Progressives occupy nearly half of the seats.

Although some state representatives exercise control over their local committees, no single elected official in Boston controls a major block of votes as large as Menino did. Thus, direct appeals to the party grassroots are more important than ever this year.

Attorney General Maura Healy, who is widely seen as the leading Democratic candidate for governor, made a direct appeal to the people-of-color-led Ward 18 caucus via Zoom.

"I will be the most aggressive governor in this country when it comes to addressing racial

disparities," she said. "This has been my life's work, and will continue to be as governor," she said.

Among those making an in-person pitch for votes was state Rep. Tami Gouveia, a candidate for lieutenant governor; interim Suffolk County District Attorney Kevin Hayden; and District 5 City Councilor Ricardo Arroyo, who is also running for the DA seat.

Former District 4 Councilor Andrea Campbell, who is running for the attorney general seat Healey is vacating, made Ward 18 one of the 20 caucuses she visited Saturday.

Though leading in early polls and in fundraising — she raised more than \$330,000 in her first month of campaigning — Campbell appears unwilling to take for granted the support of Boston delegates.

In a three-minute pitch via Zoom, Campbell detailed her commitment to using the attorney general seat to address racial disparities and bring transparency and accountability to public safety agencies.

"I hope to earn your support during this caucus season and your vote at the convention and in September," she said, noting that at-large Councilor Ruthzee Louijeune, also in attendance at the caucus, is serving as her surrogate at the Ward 18 caucus.

Ward 18 remains a political powerhouse. It now counts among its residents Wu, U.S. Rep. Ayanna Pressley, Suffolk County Sheriff Steve Tompkins, state reps. Brandy Fluker Oakley and Rob Consalvo, Louijeune, District 5 Councilor and Suffolk County DA Arroyo and Sullivan, who currently heads the Boston Branch of the NAACP.

While many of the office-seekers sit on the committee, each of them still has to ask committee members for support, whether as a delegate, as a campaign volunteer or as a voter.

Committee member Priscilla Flint Banks made that point clear when she opened the meeting.

"We are the people," she announced, "and we have the power."

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[metcoinc.org/apply](https://metcoinc.org/apply)

Check metcoinc.org for application deadlines

**NOTICE OF PUBLIC MEETING**

Notice is hereby given that a **Community Meeting for a Proposed Cannabis Establishment is scheduled for:**

**Application Name:** Green Flash Delivery, LLC  
**Application Address:** 225 Southampton St.  
**License Type:** Marijuana Delivery Operator License

**Join virtually at the WebEx Event link below — this is NOT an in person meeting:**

**Proposal:** This is an application by Duane Osborn and Mario Signore, Green Flash Delivery, LLC to seek a Marijuana Delivery Operator License — the scheduled date for the meeting will be on March 28th, 2021 at 6 PM via Zoom Meeting Forum.

**Date:** Monday, March 28th, 2022  
**Time:** 6:00PM  
**Event Link:** <https://us06web.zoom.us/j/87836720670>  
**Meeting ID:** 878 3672 0670

There will be an opportunity for the public to raise comments, questions, and concerns.

**If you any questions or comments about this proposal, please contact:**  
**Jeysaun Gant**  
 Roxbury Liaison  
 Mayor's Office of Neighborhood Services  
 (617) 635-3296 | [jeysaun.gant@boston.gov](mailto:jeysaun.gant@boston.gov)

*Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.*



Ezra Parzybok &lt;ezra@blueskiescan.com&gt;

**City Clerk- Green Flash Delivery LLC**

3 messages

**Duane Edward Osborn** <osbornduane@gmail.com>

Thu, Mar 10, 2022 at 3:16 PM

To: "Paul Flaherty - (City Clerk)" &lt;paul.j.flaherty@boston.gov&gt;

Cc: Mario Signore &lt;mario@greenlinemgmt.com&gt;, Jeysaun GANT &lt;jeysaun.gant@boston.gov&gt;, Ezra Parzybok &lt;ezra@blueskiescan.com&gt;

God's Thursday P.J. Flaherty  
City Clerk

Attached is the Community meeting agenda for Green FLASH Delivery LLC. Please let me know if you have any questions or concerns. In addition to reply with email confirmation 👍

Thanks 🙏

Duane Edward Osborn [51%]

Mario Signore [49%]

Green Flash Delivery LLC

617-905-5522

Paul J. Flaherty  
Administrative Assistant  
Office of the City Clerk  
Boston City Hall, Room 601  
Boston, Massachusetts 02201  
617-635-2684  
617-635-4658 Fax  
[paul.j.flaherty@boston.com](mailto:paul.j.flaherty@boston.com)

Mario Signore

[Mario@Greenlinemgmt.com](mailto:Mario@Greenlinemgmt.com)

617-717-8507

NOTICE: The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

**2 attachments****Greenline.HorizontalBanner1 copy.png**  
16K **225 South Hampton V.2.pdf**  
560K**Paul Flaherty** <paul.j.flaherty@boston.gov>

Thu, Mar 10, 2022 at 3:58 PM

3/22/22, 12:17 PM

blueskiescan.com Mail - City Clerk- Green Flash Delivery LLC

To: Duane Edward Osborn <osbornduane@gmail.com>

Cc: Mario Signore <mario@greenlinemgmt.com>, Jeysaun GANT <jeysaun.gant@boston.gov>, Ezra Parzybok <ezra@blueskiescan.com>

Hi Duane,

This has to be sent to [publicnotice@boston.gov](mailto:publicnotice@boston.gov) to be posted.

Paul

[Quoted text hidden]

--

[Quoted text hidden]

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**Duane Edward Osborn** <osbornduane@gmail.com>

Thu, Mar 10, 2022 at 4:32 PM

To: Paul Flaherty <paul.j.flaherty@boston.gov>

Cc: Mario Signore <mario@greenlinemgmt.com>, Jeysaun GANT <jeysaun.gant@boston.gov>, Ezra Parzybok <ezra@blueskiescan.com>

Thanks

[Quoted text hidden]

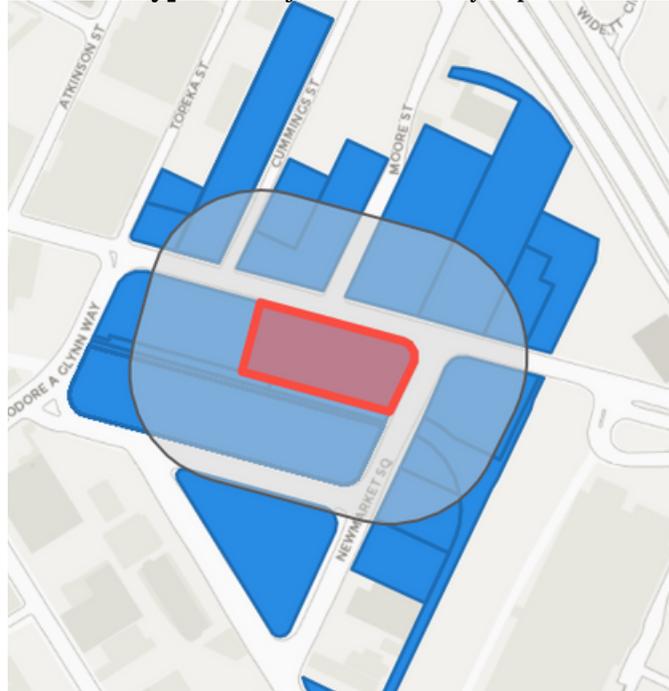
# NOTICE OF PUBLIC MEETING

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**Time:** 6:00PM

**Event Link:** <https://us06web.zoom.us/j/87836720670>

**Meeting ID:** 878 3672 0670

There will be an opportunity for the public to raise comments, questions, and concerns.

**If you any questions or comments about this proposal, please contact:**

Jeysaun Gant

Roxbury Liaison

Mayor's Office of Neighborhood Services

(617) 635-3296 | [jeysaun.gant@boston.gov](mailto:jeysaun.gant@boston.gov)

*Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s).. The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.*

To CCC,

The recording can be found here:

<https://drive.google.com/file/d/1kW1SI9ONWdXX9qkShtkfkBNOCAisz2CD/view?usp=sharing>

This link has also been emailed to [licensing@cccmas.com](mailto:licensing@cccmas.com) to the attention of **Jody**.

FULL_ADDRESS	CITY	ZIPCODE	MAIL_ADDRESS	MAIL_CS	STATE	MAIL_ZIPCODE
225 SOUTHAMPTON ST	BOSTON	2118	610 BROOKLINE AV	BROOKLINE	MA	2445
155 SOUTHAMPTON ST	ROXBURY	2119	155 SOUTHAMPTON ST	ROXBURY	MA	2119
240 SOUTHAMPTON ST	BOSTON	2118	240 SOUTHAMPTON ST	BOSTON	MA	2118
124 NEWMARKET SQ 8	BOSTON	2118	124 NEWMARKET SQ	BOSTON	MA	2118
134 NEWMARKET SQ 15	ROXBURY	2119	134 NEWMARKET SQ #15	ROXBURY	MA	2119
NEWMARKET SQ	BOSTON	2118	PO BOX 67141	CHESTNUT HILL	MA	2467
230 SOUTHAMPTON ST	BOSTON	2118	230 SOUTHAMPTON ST	BOSTON	MA	2118
150 SOUTHAMPTON ST	BOSTON	2118	11 WIANNO ROAD	MARION	MA	2738
139 NEWMARKET SQ 20	BOSTON	2118	139 NEWMARKET SQ	BOSTON	MA	2118
25 TOPEKA ST	BOSTON	2118	699 BOYLSTON ST 10TH FLOOR	BOSTON	MA	2116
120 NEWMARKET SQ 4	BOSTON	2118	31 WALSH RD	NEWTON	MA	2459
136 NEWMARKET SQ 17	BOSTON	2118	136 NEWMARKET SQ	BOSTON	MA	2118
140 CUMMINGS ST 2	BOSTON	2118	160 SOUTHAMPTON ST	BOSTON	MA	2118
129 128 NEWMARKET SQ 11	BOSTON	2118	129 NEWMARKET SQ #11	BOSTON	MA	2118
18 20 NEWMARKET SQ	BOSTON	2118	255 SOUTHAMPTON ST	BOSTON	MA	2118
14 28 MOORE ST	BOSTON	2118	125 HIGH ST	BOSTON	MA	2110
SOUTHAMPTON ST	BOSTON	2118	255 SOUTHAMPTON ST	BOSTON	MA	2118
121 NEWMARKET SQ 5	BOSTON	2118	49 AMERICAN CHESTNUT WY	BERLIN	VT	5602
131 NEWMARKET SQ 12	BOSTON	2118	960 COMMONWEALTH AV	NEWTON	MA	2459
118 117 NEWMARKET SQ 2	BOSTON	2118	118 NEWMARKET SQ	BOSTON	MA	2118
125 NEWMARKET SQ 9	BOSTON	2118	130 NEWMARKET SQ	BOSTON	MA	2118
93 CUMMINGS ST	BOSTON	2118	125 HIGH ST	BOSTON	MA	2110
133 NEWMARKET SQ 14	ROXBURY	2119	133 NEWMARKET SQ #14	ROXBURY	MA	2119
THEODORE A GLYNN WY	BOSTON	2118	255 SOUTHAMPTON ST	BOSTON	MA	2118
141 140 NEWMARKET SQ 21	BOSTON	2118	140 NEWMARKET SQ	BOSTON	MA	2118
34 30 NEWMARKET SQ	BOSTON	2118	34 NEWMARKET SQ	BOSTON	MA	2118
119 NEWMARKET SQ 3	BOSTON	2118	119 NEWMARKET SQ #3	BOSTON	MA	2118
SOUTHAMPTON ST	BOSTON	2118	10988 DEERFIELD PATH	CINCINATTI	OH	45242
140 CUMMINGS ST	BOSTON	2118	140 CUMMINS ST	BOSTON	MA	2118
274 SOUTHAMPTON ST	BOSTON	2118	10988 DEERFIELD PATH	CINCINATTI	OH	45242
NEWMARKET SQ	BOSTON	2118	255 SOUTHAMPTON ST	BOSTON	MA	2118
137 NEWMARKET SQ 18	BOSTON	2118	137 NEWMARKET SQ #18	BOSTON	MA	2118
123 NEWMARKET SQ 6-Jul	BOSTON	2118	49 AMERICAN CHESTNUT WY	BERLIN	VT	5602
THEODORE A GLYNN WY	ROXBURY	2119	255 SOUTHAMPTON ST	ROXBURY	MA	2119
138 NEWMARKET SQ 19	BOSTON	2118	138 NEWMARKET SQ	ROXBURY	MA	2118
116 115 NEWMARKET SQ 1	BOSTON	2118	116 NEWMARKET SQ	BOSTON	MA	2118
255 SOUTHAMPTON ST	BOSTON	2118	255 SOUTHAMPTON ST	BOSTON	MA	2108
160 SOUTHAMPTON ST 1	BOSTON	2118	160 SOUTHAMPTON ST	BOSTON	MA	2118
135 NEWMARKET SQ 16	BOSTON	2118	135 NEWMARKET SQ	BOSTON	MA	2116
127 126 NEWMARKET SQ 10	BOSTON	2118	127 NEWMARKET SQ	BOSTON	MA	2118
10 NEWMARKET SQ	BOSTON	2118	35 MORGAN FARM RD	WESTWOOD	MA	2090
141 115 NEWMARKET SQ	BOSTON	2118	141 NEWMARKET SQ	BOSTON	MA	2118
NEWMARKET SQ	BOSTON	2118	610 BROOKLINE AV	BROOKLINE	MA	2445
132 NEWMARKET SQ 13	BOSTON	2118	960 COMMONWEALTH AV	NEWTON	MA	2459



January 27, 2022

To the Massachusetts Cannabis Control Commission:

On behalf of Big Hope Project we are happy to accept a donation of \$15,000 from Green Flash. We look forward to receiving this donation on an annual basis beginning when operations start.

Big Hope Project, Inc. is a 501c founded by two Haitian American brothers from Dorchester, Massachusetts. We provide restorative justice services primarily in areas disproportionately impacted by the war on drugs. Our mission is to uplift returning citizens, youth offenders, and the melanated diaspora to deter the cycle of recidivism and mass-incarceration. To that end, Big Hope Project aims to provide those individuals with professional restorative justice services such as record sealing and expungement, advocacy for automatic sealing, outreach for the social equity program, and community wraparound services. This annual donation will directly support the Big Hope Project in performing this critical work.

Specifically, this donation will go towards supporting the services described above, in particular our goal of sealing/expunging twenty MA criminal records from demographics identified by the C.C.C. as harmed by the war on drugs. Big Hope project aims to positively impact those communities through this work.

The individuals that we target are heavily made up of people meeting the following criteria:

- Are residents of an area of disproportionate impact, as identified by the Cannabis Control Commission, for at least 5 of the past 10 years and an income that does not exceed 200% of the Federal Poverty Level;
- Have past drug conviction(s) and residence in Massachusetts for at least the preceding 12 months;
- Are married to or the child of a person with a drug conviction and residence in Massachusetts for at least the preceding 12 months;
- Have been arrested for cannabis or cannabis-related charges in any U.S. State; and
- Are women, Disabled, Native American, LGBTQ, African American, Hispanic, or other Minority.

For more information on our organization and programming, please contact Harry Jean Jacques.

We are able to provide an annual report to the donor summarizing the use of the funds, as well as indications of whether the individuals participating in our programs are from an area of disproportionate impact and/or whether our programs assisted individuals with past drug convictions. A copy of the annual report will be provided to the Cannabis Control Commission upon request.

Sincerely,



President, Harry Jean Jacques  
Big Hope Project

## **Green Flash Delivery LLC. Positive Impact Plan**

The Green Flash Delivery Positive Impact Plan will comply with state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The CCC has identified groups the Positive Impact Plans are intended to impact positively as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the Primary Target Group (PTG)

### **Programs:**

1. To combat one of the biggest Social Justice issues facing Boston and the entire cannabis industry Green Flash Delivery will partner with Big Hope Project, Inc. a 501c based here in Boston. We will participate in the following ways:
  - Green Flash Delivery will make an annual donation of at least \$15,000.00 This donation will directly support the Big Hope Project in performing its critical work.
  - We will assist Big Hope Project in its mission to provide restorative justice services in ADI as identified by the Cannabis Control Commission. These services include:
    - Record sealing and expungement services
    - Advocacy for automatic sealing
    - Outreach for The Social Equity Program
  - Green Flash Delivery will give a preference to hiring individuals that have participated in Big Hope Projects program whenever possible
2. Green Flash Delivery HR will give a preference to hiring local Bostonians from diverse backgrounds that meet the CCC description of ADI

**Goals:** The goal of Green Flash Delivery is to diversify the cannabis industry by hiring 50% of our employees from ADIs Boston Census Census Tracts (815, 817, 818), assisting Big Hope in expungement programs, and being an ally to Big Hope social justice programs. We intend to do all of this while offering opportunities and a chance to participate in a new industry.

**Measurements and Metrics:**

- We will annually evaluate our impact with Big Hope by the following:
  - Review how the funds have been used
  - Confirm individuals in the program are from ADI
  - Confirm programs have assisted individuals with past drug convictions
  - Account for the number of records have that have been sealed or expunged by the program
- We will seek testimonials from ADI residents showing they have been positively affected by our efforts

**Acknowledgments**

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001524930

The date of filing of the original certificate of organization: 8/10/2021

1.a. Exact name of the limited liability company: GREEN FLASH DELIVERY, LLC

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

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

No. and Street: 351 LANGLEY ROAD  
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

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

4. The latest date of dissolution, if specified:

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

Name: MARIO SIGNORE  
 No. and Street: 351 LANGLEY ROAD  
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARIO SIGNORE	351 LANGLEY ROAD NEWTON, MA 02459 USA
MANAGER	DUANE EDWARD OSBORN	60 DUDLEY STREET ROXBURY, MA 02119 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MARIO SIGNORE	351 LANGLEY ROAD NEWTON, MA 02459 USA
SOC SIGNATORY	DUANE EDWARD OSBORN	60 DUDLEY STREET ROXBURY, MA 02119 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARIO SIGNORE	351 LANGLEY ROAD NEWTON, MA 02459 USA
REAL PROPERTY	DUANE EDWARD OSBORN	60 DUDLEY STREET ROXBURY, MA 02119 USA

**9. Additional matters:**

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

THIS CERTIFICATE OF AMENDMENT IS FILED TO ADD DUANE EDWARD OSBORN AS AN LLC MANAGER AND AUTHORIZED SIGNATORY ON BEHALF OF THE LLC.

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of November, 2021,  
MARIO SIGNORE , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

November 10, 2021 04:13 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*



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001524930

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

2a. Location of its principal office:

No. and Street: 351 LANGLEY ROAD  
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

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

No. and Street: 351 LANGLEY ROAD  
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

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

RETAIL AND DELIVERY SALES OF VARIOUS MERCHANDISE AND ALL LAWFUL BUSINESS P  
 URPOSES FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LA  
 WS OF THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARIO SIGNORE  
 No. and Street: 351 LANGLEY ROAD  
 City or Town: NEWTON State: MA Zip: 02459 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARIO SIGNORE	351 LANGLEY ROAD NEWTON, MA 02459 USA

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

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

SOC SIGNATORY

MARIO SIGNORE

351 LANGLEY ROAD  
NEWTON, MA 02459 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARIO SIGNORE	351 LANGLEY ROAD NEWTON, MA 02459 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of August, 2021,  
MARIO SIGNORE**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 10, 2021 10:23 AM

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*

# Green Flash Delivery, LLC

## Bylaws

### ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

### ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary

or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote

shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

### ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or

vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or

an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. 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 shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

#### ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

#### ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death,

resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

#### ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

## ARTICLE X

## GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

## ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such

person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

## ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED  
March 2, 2022.

Duane Osborn

Duane Osborn, Secretary

# **Green Flash Delivery LLC**

*Get your green in a flash!*

**Business Plan**

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# 1. Summary

## Business Overview

- Massachusetts registered home delivery service “Marijuana Delivery Operator.”
- Providing home delivery services to Massachusetts consumers 21+ based in Boston, MA.
- Gross revenues are projected to be approximately \$900K in year one, climbing to \$1.4M in years two and three.
- Green Flash is privately funded and will require approximately \$550,000 for start up which includes buildout and app (POS) development
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

**Overview:** **Green Flash LLC** (*Green Flash*) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. Green Flash offices will be located in the City of Easthampton. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.

*Green Flash* will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics but targeting the mature, middle-income bracket of working men and women who want to order in the morning and receive their delivery after work. We will be supplying select cannabis products of both our own white label and from among the best that Massachusetts cultivators and manufacturers have to offer - focusing on a wide range of suppliers, including small, craft-brand companies where possible.

*Green Flash* will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where *Green Flash* intends to play, initially.

**Competition:** The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. Green Flash will undoubtedly see competition from other MDOs. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of the *Green Flash* brand, highlight the quality of our products, and encourage community objectives that reflect with which Green Flash’s wishes to be associated.

**Price/Profitability Projections:** It’s important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the

**Risk/Opportunity:** The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

**Capital Requirements:**

The Company will allocate the invested capital to the following:

Construction, Fit-out, and operations	250,000
Permits, Consulting, Licensing, and, Applications	50,000
Production and Retail Equipment	50,000
Working Capital	150,000
<b>TOTAL</b>	<b>500,000</b>

**Financial Snapshot:**

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
<b>TOTAL REVENUE</b>	<b>3,802,408</b>	<b>4,888,810</b>	<b>5,238,928</b>	<b>5,396,096</b>	<b>5,557,979</b>
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
<b>Estimated net income</b>	<b>408,297</b>	<b>995,846</b>	<b>1,091,126</b>	<b>1,124,160</b>	<b>1,158,185</b>

**Keys to Success:**

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

## 2. Project Overview

### 2.1 Introduction

The *Green Flash* will be located on the fourth floor of 41 Strong Ave, conveniently co-located in the same building as two of Northampton's most popular restaurants. *Green Flash* will sell a range of cannabis flower, tinctures, vape pens, edibles, confectionary, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

### 2.2 Company Ownership

Green Flash, LLC is owned by Bostonians Duane Osborn and Mario Signore

## 3. Products

### 3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. *Green Flash* will offer a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Green Flash* will carefully select only the superior current and future stars of the cannabis constellation.

*Green Flash* will offer the following product classes for sale through our delivery vehicles:

**THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Green Flash* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

**Flower** - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.

**Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

**Other Products** – While our core products will be those listed above, Green Flash fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities, offer an election of exceptional products offered by the top manufacturers.

## 4. The Market

### 4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

### 4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

*Green Flash's* high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

## 5. Competition

### 5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

### 5.2 Direct Competition

The direct competition for *Green Flash* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, *Green Flash* feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of *Green Flash*.

### 5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

## 6. Strategy and Execution

### 6.1 Summary

*Green Flash* will be recognized as a cannabis retailer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. *Green Flash* will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

### 6.2 Marketing Strategy

**Value Proposition** - *Green Flash* will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the

cannabis plant. *Green Flash* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize *Green Flash* as a brand retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

*Green Flash* customers, together with *Green Flash*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

**Product Differentiation** - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

*Green Flash's* core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

*Green Flash's* ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

**Direct marketing through our retail drivers** – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

**State, regional, and locally focused advertising and advertorials** – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated demographic,

**Price point** - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most

vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

**Promotion** - The *Green Flash* Brand and products will be promoted through the following means:

**Branding through product appearance and packaging** – *Green Flash* products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

**Customer engagement through community support activities** – *Green Flash* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Green Flash* customers' values to the local community while reinforcing the *Green Flash* brand.

**Direct advertising** – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

*2021 Green Flash* will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

**Customer Service Excellence** - *Green Flash* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Green Flash* team must strive to act as individual brand ambassadors at all times.

**Sales and Marketing Relationship:** As a retail vendor of cannabis products *Green Flash* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view *Green Flash* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Green Flash* as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

**Marketing Objectives:** To persuade consumers that our brand and products represent qualities and features that they desire.

**Market Channels** - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs as well as delivery. The location, presence, and licensing status of these establishments are publicly available through a single online source.

Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Green Flash* will sell its products solely through our licensed retail delivery cannabis establishment.

**Educational activities** – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. *Green Flash* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

**Community informational activities** – The *Green Flash* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Green Flash* to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

## 6.3 Sales Strategy

### Target Sales Market

As a wholesale and retail delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2021, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.

### License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when

completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

### **Construction, Fit-out, and Systems Acquisition**

The *Green Flash* facility will be constructed, installed and commissioned under the supervision of an architect.

### **Operations organization, Policies, and Inspection**

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

#### **7.1 Personnel plan**

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of *Green Flash* and the city of Northampton.

## **8. Financials**

### **8.1 Financial Assumptions**

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates – Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

## Insurance Plan for Green Flash Delivery LLC

November 02, 2021

Plan for insurance is to provide general liability and insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually and vehicle liability insurance coverage for no less than \$1,000,000 per occurrence single limit 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 shall be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.

Delivery vehicles shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

*935 CMR 500.145(4); 935 CMR 500.101(2); 935 CMR 500.105(10)*

## 1.1. Recordkeeping procedures

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
  - 1.1.2.1. Assets and liabilities;
  - 1.1.2.2. Monetary transactions
  - 1.1.2.3. Books of accounts;
  - 1.1.2.4. Sales records; and
  - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.
  - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
  - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
  - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.
  - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
  - 1.1.4.1.5. Any material changes will be communicated to the Commission
  - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
  - Shipping manifests
  - Delivery and unpacking video recordings
  - Daily sales stock withdrawal and return reports
  - Weekly inventory reports
  - Product return reports
  - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
  - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
  - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.4. Weekly inventory reports - Each week, the duty manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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**1.1.6. Personnel records:**

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.6.4.3. 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;
  - 1.1.6.4.4. documentation of periodic performance evaluations;
  - 1.1.6.4.5. a record of any disciplinary action taken.
  - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

**1.1.7. Personnel policies and procedures**

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

**1.1.8. Security Device Log**

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. Recording the issue and return of all security devices is the responsibility of the duty manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the duty manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

- 1.1.9. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

## **Maintenance of Financial Records Plan**

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Our company will maintain the following written records that are required and subject to inspection:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
  - 1.1.1.1. Assets and liabilities.
  - 1.1.1.2. Monetary transactions.
  - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
  - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our Marijuana Delivery Operator establishment (MDO) is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
  - 1.4.1. General
    - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
    - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
    - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
    - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
  - 1.4.2. Inventory records include:
    - 1.4.2.1. Shipping manifests

- 1.4.2.2. Delivery and unpacking video recordings
- 1.4.2.3. Daily sales stock withdrawal and return reports
- 1.4.2.4. Weekly inventory reports
- 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The warehouse manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
  - 1.4.10.1. warehouse managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
  - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements – the company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
  - Sales and Purchase agreements
  - Loan agreements
  - Rental agreements
  - Lease agreements
  - Franchise agreements
  - Sale and lease back agreements
  - Trading agreements with suppliers
  - Insurance policies
  - Legal documentation

All such documentation must be digitized and a hard copy stored in the records cabinet.

- 1.4.12. Other documents may include;
- Deposits with utility companies
  - Contracts with telecommunications companies
  - Business registration documents and certificates
  - Business licensing documents
  - Surety bonds
  - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

## **Personnel Policies: Delivery Company**

Personnel Records of our Marijuana Establishment must be available for inspection by the Commission, on request. Personnel records shall be securely and confidentially maintained in either a password-protected electronic format, or in a locked, secured storage space if in physical format. These personnel records shall include:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. 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;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe operations conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

### **SUMMARY PERSONNEL POLICIES**

Company shall comply with the US Department of Labor's Fair Labor Standards Act and any other local, State, or Federal laws and regulations.

**PRIORITY HIRING & PROMOTIONS:** Company will grant priority hiring status to established Massachusetts residents, particularly those residing in ADIs and the host municipality, and will be working to provide job opportunities to those demographics specifically stated by the Commission in the regulations as areas of disproportionate impact and as detailed in the Company Positive Impact Plan and the Diversity Plan. Company shall give priority application status for new hires, as well as priority status for company promotions, to applicants & employees from those listed demographics, however, these factors shall not be determinative and shall not prevent the Company from hiring the most qualified applicants and complying with all Massachusetts anti-discrimination and employment laws.

**ACCOMODATIONS FOR DIFFERING ABILITIES:** Company is committed to complying with or exceeding expectations in the Americans with Disabilities Act and any local, state, and federal laws prohibiting discrimination in employment against qualified individuals with differing abilities. The Company will strive to provide reasonable accommodations requested by any employee with a disability who is otherwise able to perform essential functions of their job, or to provide adequate alternative accommodations (so long as that accommodation does not result in undue hardship on the Company, or pose a threat to the health and/or safety of the employee or coworkers).

**STATE REGISTRATION of MARIJUANA ESTABLISHMENT AGENTS:** All employees of Company shall meet suitability requirements outlined in the State regulations, including all background checks and CORI as required by the Commission, and shall before employment start date be registered as a Marijuana Establishment Agent. All agent registrations shall be renewed annually. No employee shall be permitted to work without having a valid Agent Registration Card.

**COMPANY TRAINING:** All registered marijuana establishment agents under Company employ will be required to complete all necessary trainings related to job functions prior to beginning work on the floor, and training shall be tailored to the roles & responsibilities of each specific job function. At time of hire all employees will be required attend a company orientation to cover all aspects of the employee operations, individual employee expectations, details on security and compliance, and will receive on-site facility training for specific positions. Company employees will be required to receive training, which will include important Company operational information and procedures, as well as a core-curriculum of Cannabis Education seminars tailored toward creating a safe, compliant facility with the most knowledgeable staff in the MA cannabis industry. All employees will receive a minimum of 8 hours of on-going training annually to remain current with all advancements in State regulations, SOR policy, cannabis science and the evolving market, facility operations, and job site safety.

**STATE CERTIFICATIONS:** Employees will be required to undergo and pass any & all State-mandated certification training classes for job safety and equipment operation, and where applicable, will undergo state certifications for the safe handling of food and/or the application of fertilizers and pesticides, and will maintain annual trainings and re-certifications.

**RESPONSIBLE VENDOR TRAINING:** All owners, managers, and employees will be required to successfully complete such training. All new hires will be required to attend and successfully complete the Responsible Vendor Training, in compliance with the "Certification Training Program Standards" and to include at minimum the "Certification Training Class Core Curriculum" within 90 days of start date, and all employees will be required to attend and successfully complete the Responsible Vendor Training on a yearly basis thereafter.

**UNIFORMS & ID BADGES:** All registered agent employees will wear clearly identifiable Company uniforms if available during all shifts, and will be required to wear a photo-ID agent

badge at all times while on shift. All employees will also be required to be in possession of the State-issued Agent Registration Card at all times while on shift. Uniforms shall be kept clean and generally free from wrinkles, stains, rips or tears. When not on shift, employees should make a best-faith effort to keep all uniforms and agent badges securely stored so as to prevent theft; loss or theft of any uniform or badges shall be reported to Company management immediately, and an Incident Report will be filed with the CCC.

Uniforms or any other clothing bearing the Company logo shall not be worn in public outside of the facility or other lawful event except for the actual time it takes the employee to travel to and from their work shift and in which case the uniform must be sufficiently covered to fully conceal any Company logos.

**EMPLOYEE SAFETY:** All employees shall be sufficiently trained at hire in all State-mandated safety protocol and/or the operation of any equipment and machinery as is related to job functions, and will receive annual update trainings. Facility shall be designed and safety procedures implemented to prevent employee injury or unnecessary employee strain that may lead to injury. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all safety and health regulations and any other specific job-related safety concerns. Employees are required to report any accident, job-related injury, or any other such incident to their supervisor immediately. Engaging in any behavior that fails to comply with company safety policies or any laws and regulations, and/or that directly or indirectly causes hazardous conditions or otherwise places persons or property at risk, shall be subject to immediate Corrective Action.

**PERSONAL HYGIENE & CLEANLINESS:** All Company employees will be required to maintain a sufficient level of personal hygiene and cleanliness so as not to compromise the safety and quality of the cannabis products worked with. All employees will be required to conform to certain sanitary practices while on duty including but not limited to washing hands thoroughly and sanitizing prior to starting work and at any time that hands may become contaminated. Employees will be encouraged to use best practices to limit personal contamination of cannabis products. Employees should appear presentable and ready to represent Company professionally to our guests.

**PUNCTUALITY & ATTENDANCE:** All Company employees will be required to arrive for their shifts on-time and as scheduled, in uniform and with all required identification, and work all shifts as scheduled. Staff schedules can be flexible and tailor-arranged with management as needed, but staff will be expected to work weekdays, weekends, and some holidays. Eligible employees will receive benefits of Vacation Time, Medical Leave, and Personal Days. Employees will be required to coordinate in advance with scheduling Management to formally request a specific day(s) off or for vacation time. Periods of extended leave for medical or other personal reasons shall be coordinated between the employee, scheduling Management, and the Human Resources department. Sick time may be used at any time in the case of an emergency or sudden onset of illness. Any absences due to illness or injury that qualify under the Family and Medical Leave Act shall not count against the employee's attendance (medical documentation may be required).

Patterns or excessive occurrences of absenteeism or tardiness may result in Corrective Action. Failure to appear for a scheduled shift without prior arrangement or calling-in to report the absenteeism shall be considered a “No-Call No-Show” and will result in immediate Corrective Action, including possible termination. Three consecutive shifts of No-Call No-Show shall be considered job abandonment and the employee’s voluntary resignation of employment.

**CELL PHONES:** Cell Phones will be permitted within the Company facility. All employees will be required to maintain responsibility for phones on person, stored in employee lockers or in the employee’s vehicle. At absolutely no time may pictures, video, live streams, or any other such recording be taken of the interior workings of the facility where cannabis is stored, dispensed, or otherwise handled.

**PROFESSIONALISM:** Company expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Company, Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee’s Social Media posts.

Company is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Company will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Company has a Zero-Tolerance policy for any work-place Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

**EMPLOYEE RELATIONSHIPS:** Company employees will be required to adhere to a strict code of conduct regarding inter-personal relationships while on shift, providing for a work environment where employees maintain clear boundaries between personal and business interactions in order to effectively conduct all job functions and enhance productivity. While nothing in this policy prevents friendships or romantic relationships between co-workers, or the hiring of immediate family members, employees in managerial roles may present a Conflict of Interest if romantically involved with or immediately related to any employee under which there is a direct-reporting relationship. No part of this policy shall preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute.

**CONFLICTS OF INTEREST:** Company employees shall be permitted to be gainfully employed in addition to and outside of Company so long as there is not Conflict of Interest, such as but not limited to:

- Employment with or Consultant to a Company competitor or potential competitor, supplier, or contactor;

- Serving as a Board member for another licensed Cannabis establishment;
- Owning or having controlling interest in any other licensed Cannabis establishment or in any company actively pursuing State licensing for a Cannabis establishment;
- Working for, consulting for, or serving as a Board member for any company involved with the State Responsible Vendor Program;
- Any other position or activity that may impair, or seem to impair, the employee's ability to make objective and fair decisions when performing their jobs.

No employee shall accept any gifts, discounts, services, or favors from any customer, supplier, vendor, or competitor unless such promotion was made available to all Company employees and as authorized by Management.

**SOCIAL MEDIA:** Employees are asked to keep their professional and personal lives as separate as possible in regards to public Social Media postings, and to exercise caution when sharing any information related to the Company. Employees may share official Company Social Media posts or links to the Company website, but are prohibited from making any social media posts that make statements implying the individual speaks on behalf of or in any other way claims to represent Company without express authorization by the Company. Employees may not post, comment, or otherwise publicly speak to any Company prices, policy, plan, protocol, or procedure. Any post made about any Company product or other job-related matters must expressly state that it is the employee's sole opinion and does not represent the views of the Company. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording of any part of the facility or cannabis plants or products in any stage of processing or manufacturing, storage, or distribution. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording where the employee or any other person is shown to be wearing the Company Uniform and/or ID badge. Employees are expected to extend their behavior outlined in the above section "Professionalism" to their social media interactions with other employees, customers, industry acquaintances, and other MA cannabis establishments or their agents.

**WEAPONS BAN:** No Company employee may carry on their person while at work any weapons of any kind. State law expressly prohibits any registered cannabis agent from carrying a firearm while on shift or from having a firearm on premises or in any transport vehicle. Company has a zero-tolerance policy for carrying concealed weapons and evidence of such shall result in immediate Corrective Action, which may include termination of employment.

**SMOKE, DRUG, & ALCOHOL -FREE WORKPLACE:** All of the Company facilities and properties will be a Smoke, Drug, and Alcohol -free workplace. No employee shall be permitted to consume any marijuana or marijuana product, alcohol, or tobacco products while on the premises, or off-site prior to or during their work shift. The use of tobacco on the premises will result in Corrective Action; Consuming cannabis or alcohol on the premises, either before, during, or after the work shift, or off shift, will result in immediate dismissal. Company reserves the right to request any employee Drug Screening for illicit substances.

**CORRECTIVE ACTION:** All employees are expected to understand and abide by all Company rules and policies, and to perform their job functions to the standards and expectations set forth in the job description. Company will implement the use of progressive Corrective Action to address issues of poor job performance and/or misconduct designed to provide a process to improve and prevent the recurrence of the undesired performance or conduct. The Corrective Action plan will consist of multiple steps; however, the Company may combine or skip steps based on the facts of each situation, the nature/severity of the offense, and the employee's history of corrective action:

1. Verbal Warning(s)
2. Written Warning(s)
3. Final Written Warning
4. Suspension without Pay
5. Termination of Employment

Steps for Corrective Action may be carried out by authorized Management and/or Human Resources officer as applicable.

**CAUSE FOR IMMEDIATE DISMISSAL:** All new hires will be instructed on Security protocol and grounds for immediate dismissal in the Company Orientation, and it will be detailed in the Employee Handbook. All employees will be required to sign documentation that they have been made aware of these conditions. Employees shall be subject to immediate dismissal in the event of:

- Consuming unsanctioned marijuana, alcohol, or other drugs on premises, either on or off shift.
- Arriving to work impaired by marijuana, alcohol, or other drugs, whether or not consumption took place off premises.
- Involvement in the Diversion of Marijuana or Marijuana Products from Company, or in the manipulation of inventory records, tracking software, or product labeling/packaging with the intent on diverting marijuana or marijuana products, which shall be reported to the Commission and to Law Enforcement.
- Engagement in unsafe practices with regard to the operation of the establishment and/or employee safety, which shall be reported to the Commission.
- Behavior that poses immediate risk to the personal safety of, or which may be considered malicious harassment, discrimination, violence, or threat toward, or any unsolicited sexual advances or assault on, any other Company employee(s) or customer(s), which shall be reported to the Commission and, in the case of a criminal act, to local Law Enforcement.
- Conviction or guilty plea in the case of felony drug offense involving distribution of controlled substances, or in the transport of any controlled substance and/or alcohol to a person under 21 years of age.
- Carrying a firearm while on shift.
- Evidence of theft of or unauthorized possession of any company property or the property of other employees/customers.
- Evidence of Theft of Hours, falsified timesheets, or alteration of any other legal document for the purposes of defrauding the Company

## **Green Flash Delivery Diversity Plan**

Our purpose is to support minorities, veterans, women, disable individuals, and LGBTQ+ residents of the Commonwealth in order to stop the continuation of an inequitable status quo in the workplace. To do so, we intend to teach the importance of ownership, build community between diverse groups, neighboring organizations, and provide job opportunities to diverse groups, with a variety of responsibilities, that will build an efficient and robust operation all Bostonians can be proud of.

### **Goals**

As born Bostonians on a mission to better opportunity for our diverse neighbors our company has established the diversity goals of:

1. Employing 30% or more Non-immigrant Blacks; 20% women, 20% minorities; 10% LGBTQ+; 10% veterans, and 10% those with disabilities.
2. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.
3. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.

### **Programs**

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published on Indeed.com, Masslive.com, or in the Boston Globe, with the objective of reaching non-immigrant Black, women, veterans, minorities as well as LGBTQ+ and or those with disabilities. Ads will target specific neighborhoods with corresponding demographics.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend non-immigrant Black, women, veterans, and minorities as well as LGBTQ+ and or those with disabilities for employment.
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Participate in job and recruitment fairs- no less than annually – to engage and advertise to non-immigrant Black, women, and minorities as well as veterans, LGBTQ+ and or those with disabilities.

6. Access the SDO supplier list to engage with non-immigrant Black and minority suppliers.

**Measurement:**

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching minorities as well as LGBTQ+, veterans, or those with disabilities?
3. Have we relayed our hiring needs to the CCC Social Equity cohorts and Boston Diversity Office, and did the CCC notify or post regarding employment opportunities?
4. Have we hired 30% non-immigrant Black, 20% women, 20% minorities; 10% LGBTQ+, 10% veterans, and 10% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
5. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management diversity with 50% of promotions being diverse employees?
6. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?
7. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at Green Flash which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
8. Have we partnered with at least 2 non-immigrant Black, minority, women, LGBTQ+, or veteran-owned businesses or wholesalers?
9. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
10. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

**COMPLIANCE:**

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

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

*The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.*

*Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.*

*This plan 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 Marijuana Establishments.*