Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282001

Original Issued Date: 12/02/2020

Issued Date: 11/18/2021

Expiration Date: 12/02/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Era LLC

Phone Number: 425-287-6699 **Email Address:** greenerallc@outlook.com

Business Address 1: 143-145 Water St **Business Address 2:**

Business City: Fitchburg **Business State:** MA **Business Zip Code:** 01420

Mailing Address 1: 25 Cape Road **Mailing Address 2:**

Mailing City: Mendon **Mailing State:** MA **Mailing Zip Code:** 01756

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 **Percentage Of Control:** 100

Role: Owner / Partner **Other Role:**

First Name: Wen Bing **Last Name:** Huang **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:**

Role: Manager **Other Role:**

First Name: Guan Yu **Last Name:** Chiu **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Wen Bing **Last Name:** Huang **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $100000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Wen Bing **Last Name:** Huang **Suffix:**

Marijuana Establishment Name: Green Era LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Mendon **Marijuana Establishment State:** MA

Individual 2

First Name: Guan Yu **Last Name:** Chiu **Suffix:**

Marijuana Establishment Name: Green Era LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Mendon **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 143-145 Water St

Establishment Address 2:

Establishment City: Fitchburg **Establishment Zip Code:** 01420

Approximate square footage of the establishment: 3500 **How many abutters does this property have?:** 100

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	AttachmentAOutreachAttestation.png	png	5bff0dc4813a010d917adb99	11/28/2018
Community Outreach Meeting Documentation	AttachmentBOutreachAttestation.pdf	pdf	5bff0dd16906170d87939e3f	11/28/2018
Community Outreach Meeting Documentation	AttachmentCOutreachAttestation.pdf	pdf	5bff0de3e18f9d0d73851608	11/28/2018
Community Outreach Meeting Documentation	Abutters List Document Explained.pdf	pdf	5d78fe58629a272281d3222a	09/11/2019
Certification of Host Community Agreement	HCACF.WaterSt.pdf	pdf	5e7cd07d961ad539052bc1db	03/26/2020
Community Outreach Meeting Documentation	COMAF.WaterSt.pdf	pdf	5e7cd1951cdd2e3910a50f8c	03/26/2020
Community Outreach Meeting Documentation	AbuttersListWaterSt.P1.pdf	pdf	5e7cd565172cbc3545973e93	03/26/2020
Community Outreach Meeting Documentation	AbuttersListWaterSt.P2.pdf	pdf	5e7cd5695f1da0353e2b119b	03/26/2020
Plan to Remain Compliant with Local Zoning	LocalZoningCompliancyWaterSt.pdf	pdf	5e7e6bfb9a385038d9d89077	03/27/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	FoFVeteransLetter.jpg	jpeg	5d77d2528906c11df69caa2c	09/10/2019
Other	3PyramidsLetter.pdf	pdf	5d77d25b32375f1de7f6ee71	09/10/2019
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	5e7d081a172cbc3545973fd6	03/26/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Wen Bing

Last Name: Huang **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Guan Yu

Last Name: Chiu **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GreenEraCertificateOfOrganization.pdf	pdf	5bd72456d912bf0445fe4ddb	10/29/2018
Bylaws	Green Era OA p1.pdf	pdf	5d77e7cbd8b08e1dbf145135	09/10/2019
Bylaws	Green Era OA p2.pdf	pdf	5d77e7d332375f1de7f6eeaa	09/10/2019
Bylaws	Green Era LLC Bylaws.pdf	pdf	5d8a1e7db5ac050335a3ba70	09/24/2019
Department of Revenue - Certificate of Good standing	Certificate.Good.Standing.DOR.pdf	pdf	5e8b32bc5f1da0353e2b3502	04/06/2020
Secretary of Commonwealth - Certificate of Good Standing	Good.Standing.SoS.pdf	pdf	5e8b32c91cdd2e3910a532e0	04/06/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR.LOG.9.21.21.pdf	pdf	6151f30853eb05681e9cb8a4	09/27/2021
Department of Unemployment Assistance - Certificate of Good standing	DUI.LOG.9.22.21.pdf	pdf	6151f309af787c692aac5276	09/27/2021
Secretary of Commonwealth - Certificate of Good Standing	MA.jpg	jpeg	61573ea8269fa7691422a16c	10/01/2021

Massachusetts Business Identification Number: 001334019

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	PlanForLiabilityInsuranceWaterSt.pdf	pdf	5d8a1b68ec06e10340d1594f	09/24/2019
Business Plan	GreenEraBusinessPlanFitchburg.pdf	pdf	5d8a1edd18dd08088bb4e244	09/24/2019
Proposed Timeline	Updated Timeline.pdf	pdf	6152045bc28c0968f3842940	09/27/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or	Plan for Obtaining Marijuana Water St.pdf	pdf	5bd86f98730d5d0462f1140e	10/30/2018

marijuana products				
Prevention of diversion	Prevention of Diversion Water St.pdf	pdf	5bd87f52bcbac00d7d74a4e0	10/30/2018
Storage of marijuana	Storage of Marijuana Water St.pdf	pdf	5bd880414088250d697fc6fe	10/30/2018
Transportation of marijuana	Transportation of Marijuana Water St.pdf	pdf	5bd88135bcbac00d7d74a4e6	10/30/2018
Dispensing procedures	Dispensing Procedures Water St.pdf	pdf	5bd884efd84f77046ceec884	10/30/2018
Security plan	ExteriorCameraLayoutWaterSt.png	png	5bfffc4a25766f0d55cc42c4	11/29/2018
Security plan	KeyedFloorLayoutWaterSt.png	png	5bfffc75fe03b20d5f696028	11/29/2018
Security plan	SecurityFloorLayoutWaterSt.png	png	5bfffe5ee18b8a04881dea15	11/29/2018
Transportation of marijuana	Transportation Plan Water St.pdf	pdf	5d8a1ba194136108b3c645d2	09/24/2019
Quality control and testing	Quality Control Water St.pdf	pdf	5d8a1be56ec3aa032e40f904	09/24/2019
Maintaining of financial records	Maintenance of Financial Records.pdf	pdf	5d8a1c301373f808795044c7	09/24/2019
Qualifications and training	Qualifications & Agent Training.pdf	pdf	5d8a1c6823722008ac477952	09/24/2019
Personnel policies including background checks	PersonnelPoliciesOperatingProceduresFitchburgWaterSt.pdf	pdf	5d8a1d555d7067034c81d976	09/24/2019
Security plan	SecurityPlanWaterSt.pdf	pdf	5d8a1d8f94136108b3c645da	09/24/2019
Inventory procedures	Inventory Procedures Water St.pdf	pdf	5e7d0d1d482e703583b798bc	03/26/2020
Restricting Access to age 21 and older	Restricting Access Water St.pdf	pdf	5e7d0de1bddf0438d21da98a	03/26/2020
Record Keeping procedures	Record Keeping Procedures Water St.pdf	pdf	5e7d0e922b97cf38fa373f11	03/26/2020
Diversity plan	REVISED Promotion of Diversity Water St.pdf	pdf	6181d09d7c9a0537aea49349	11/02/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct

or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: We have not yet completed renovations or commenced operations, so we have not began to make progress towards our plan.

An updated Positive Impact plan is attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: We have not yet completed renovations or commenced operations, so we have not began to make progress towards our plan.

An updated Diversity Plan is attached.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 10:00 PM
Saturday From: 10:00 AM	Saturday To: 10:00 PM
Sunday From: 12:00 PM	Sunday To: 8:00 PM

Sentinel & Enterprise

MARKETPLA

Public Notice

LEGAL NOTICE
"There will be a community meeting held at 610 Main St, Fitchburg, MA 01420 (Fitchburg Public Library) on August 2nd at 2pm in the main auditorium. The topic of the meeting will be to discuss a proposed **Adult-Use Cannabis Retail establishment** to be located at 143-145 Water St, Fitchburg, MA 01420. This meeting is open to the public and anyone who is interested is encouraged to come so they may learn more and ask questions."

July 26, 2018

THE CITY OF LEOMINSTER
In the year two thousand and eighteen.
AN ORDINANCE amending Chapter 13 of the Revised Ordinances entitled **"Motor Vehicles and Traffic"**. Be it ordained by the City Council of the City of Leominster, as follows: Section 13-77 of the Revised Ordinances entitled "Stop Signs" is hereby amended by inserting the following: Revolution Drive, against **northeast bound** drivers at the intersection with Exchange Street.
True Copy Attest
Katelyn Huffman
City Clerk

July 26, 2018

THE CITY OF LEOMINSTER
In the year two thousand and eighteen.
AN ORDINANCE amending Chapter 13 of the Revised Ordinances entitled **"Motor Vehicles and Traffic"**. Be it ordained by the City Council of the City of Leominster, as follows: Section 13-77 of the Revised Ordinances entitled "Stop Signs" is hereby amended by inserting the following: Commonwealth Circle, against **southwest bound** drivers at the intersection

230 Carpentry & Building

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Fully insured. Roofing, siding, Prefinished flooring & Insulation. 20+ yrs. exp.
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Mike

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Call: (978) 537-9881

124 Recreational Vehicles

1999 Winnebago Class A 34.5ft, 2 slides, 87k mi., new engine. Asking $17,000. 978-343-6544

401 Farm Equipment

4WD, FARM TRACTOR
30 hp, 6 forward speeds, 2 reverse speeds, 5 ft bucket, 1200 pound lift, snow plow, bush hog and lawn mower. Best reasonable offer. Agrifultural tires.
978-502-0946 or 978-342-4219

510 Help Wanted General

DRIVER
For Concrete Mixer Truck. Must be dependable, Class B license and have a clean driver record. Full or Part-Time work available immediately. Call anytime **508-793-1777**

IMMEDIATE OPENING
For Hair Stylist in West Acton Hair Salon. Must be dependable. Great working environment!
**Chair rental options available
For More Info Call Paul,
508-517-9191

MECHANIC
For Heavy Duty Trucks. Must be dependable. Full or Part-Time work available immediately. Call

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SUMMER SA
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CERTIFIED PRE-OWNED
2015 SRX
LUXURY COLLECTION
Navi, Driver Awareness, Platinum Ice Metallic, 17k miles, Stock# L66139
$29,500

CERTIFIED PRE-OWNED
2C
LUXUR
Navi, Driver Av
26k mile
$3

CERTIFIED PRE-OWNED
2016 SRX
LUXURY COLLECTION
Navi, Driver Awareness, Mocha, 20k miles, Stock# L66137
$31,500

CERTIFIED PRE-OWNED
2C
LUXUR
Navi, Driver
14k mile
$3

2015 SRX LUXURY NAVI, DRIVER AWARENESS, SOLD AND SERVICED HERE, 39K MI
2015 SRX LUXURY BOSE AUDIO, DRIVER AWARENESS, PLATINUM ICE TRICOAT, 16K
2015 SRX LUXURY CERTIFIED, NAVI, DRIVER AWARENESS, 20" WHEELS, WHITE, 22
2016 SRX LUXURY NAVI, ULTRA-VIEW SUNROOF, BLACK RAVEN, 12K MILES, STK#P

Attachment B

AA

Alford, Amanda

Wed, 25 Jul 2018 12:18:00 PM -0700 • INBOX

To "CityCouncil" <CityCouncil@fitchburgma.gov>,
"Department Heads" <DepartmentHeads@fitchburgma.gov>,
"O'Hara, Michael" <MOHara@fitchburgma.gov>

Cc "jack@canfinder.com" <jack@canfinder.com>

Tags

Good Afternoon,

Attached, please find the agenda for an upcoming "Notice of Community Outreach Meeting" from Green Era LLC.

Thank you,

Amanda K. Alford
Assistant City Clerk
166 Boulder Drive, St 108
Fitchburg, MA 01420
Phone: 978-829-1820
Fax: 978-829-1964

Notice of Community Outreach Meeting

Please let this serve as notice for a community outreach meeting that will be held at 2pm on Thursday August 2nd at the Fitchburg Public Library located at 610 Main St, Fitchburg, MA, in the main auditorium. The purpose of this meeting will be to discuss a proposed cannabis retail establishment that will be located at 143-145 Water St, Fitchburg, MA.

During the course of this meeting the following topics will be discussed (but will not be limited to):

- Explain the type of marijuana establishment (retail) and how it will operate – what to expect

- Site Security

- Plans to prevent underage use

- Plans to positively impact the community

- Provide information to show the establishment will not be a nuisance to the community.

- Take any questions the public may have

The public is invited to attend the meeting to ask any questions they may have and receive more information on the topic.

Notice has been issued in the Sentinel & Enterprise and has also been sent to abutters within 300ft of the establishment, residents, and city departments & authorities from a list acquired from the Assessor.

Thank you,

Management

Attachment C

Green Era LLC
13400 Interurban Ave S
Tukwila, WA 98168

To whom this may concern,

Green Era LLC is applying for a Special Permit to obtain a license to operate an Adult Use Cannabis Retail Establishment at 143-145 Water St, Fitchburg, MA 01420. We will be holding an outreach meeting on Thursday, August 2nd, to offer more information on our group, the business we intend to open, and answer any questions that attendies may have for us. The meeting will begin at 2pm in the main auditorium at the Fitchburg Public Library located at 610 Main St, Fitchburg, MA.

Thank you,

Management

Abutters List Document Explained:

The abutters list was added to satisfy the request from the CCC to show that all abutters were notified. The abutters list is what was used to send the letter shown in Attachment C to notify abutters of outreach meeting held in 8/19.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, Wen Bing Huang, (*insert name*) certify as an authorized representative of Green Era LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Fitchburg (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11/21/18 (*insert date*).

WENBING HUANG
Signature of Authorized Representative of Applicant

Host Community

I, Stephen L. DiNatale, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Fitchburg (*insert name of host community*) to certify that the applicant and The City of Fitchburg (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/21/18 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

CITY OF FITCHBURG AND GREEN ERA, LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR

NON-MEDICAL MARIJUANA

RETAIL FACILITY

This Community Host Benefit Agreement (the "**Agreement**") is entered into this 21st day of November, 2018, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "**City**") and Green Era, LLC (the "**Company**"), a Massachusetts limited liability company with an address of record of 45 Bodwell Street, Avon, Massachusetts 02322.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "**CCC**") at 935 CMR 500.000 et seq. (the "**CCC Regulations**"); and

WHEREAS, the Company proposes to locate and operate a Non-Medical Marijuana retail facility at 141-143 Water Street, Fitchburg, Massachusetts (the "**Facility**") in accordance with the Regulations issued by the **CCC**; the Parties agree that the site at 141-143 Water Street, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for non-medical marijuana retailing/sales, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it opens and operates a lawful, authorized and permitted non-medical marijuana retail Facility in the City; and

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

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

1. The Community Outreach Meeting was held on 8/2/18 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 7/26/18 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on 7/25/18 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 7/26/18 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Initials of Attester: WBH

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

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

Initials of Attester: WBH

CITY OF FITCHBURG

ASSESSOR'S OFFICE

FITCHBURG, MASSACHUSETTS 01420

Christopher J. Paquette, MAA
Jerri Lynn Maillet

TO: Green Era LLC

FROM: Christopher J. Paquette, Assessor

DATE: June 28, 2018

PETITION: 141-143 Water St.
Map 51 Block 1 Lot 1
2 Pages 38 Labels

Attached please find a list of direct abutters, and abutters to abutters within three hundred feet as they appear on the most recent applicable tax list for the subject property.

Christopher J. Paquette

CJP:kaa

166 Boulder Drive, Fitchburg, Massachusetts 01420
Phone (978) 829-1860 – Fax (978) 829-1960
Website: www.fitchburgassessors.com

133 WATER ST 55-1-0
LUC: 325
[redacted]
826 SOUTHBRIDGE ST., STE. 100
AUBURN, MA 01501

0 SOUTH ST 55-11-0
LUC: 391
[redacted]
998 RESERVOIR ROAD
LUNENBURG, MA 01462

0 SOUTH ST 55-12-0
LUC: 391
[redacted]
1599 COLUMBUS AVENUE
BOSTON, MA 02119

0 WATER ST 55-69-A
LUC: 900
[redacted]
45 HIGH STREET
BOSTON, MA 02110

0 LAUREL ST 55-9-0
LUC: 930
[redacted]
718 MAIN STREET
FITCHBURG, MA 01420

90 WATER ST 56-29-0
LUC: 324
[redacted]
875 EAST STREET
TEWKSBURY, MA 01876

96 132 WATER ST 56-29-A
LUC: 323
[redacted]
875 EAST STREET
TEWKSBURY, MA 01876

0 WATER ST 56-30-0
LUC: 390
[redacted]
875 EAST STREET
TEWKSBURY, MA 01876

75 WALNUT ST 68-34-0
LUC: 400
[redacted]
894 NEW WEST TOWNSEND RD
LUNENBURG, MA 01462

0 WALNUT ST 68-34-B
LUC: 442
[redacted]
IRON HORSE PARK
NO. BILLERICA, MA 01862-1676

0 WALNUT ST 68-35-0
LUC: 130
[redacted]
59 WALNUT STREET
FITCHBURG, MA 01420

0 WALNUT ST 68-36-0
LUC: 106
[redacted]
59 WALNUT STREET
FITCHBURG, MA 01420

59 WALNUT ST 68-37-0
LUC: 101
[redacted]
30 FRANKLIN STREET
READING, MA 01867

55 WALNUT ST 68-37-A
LUC: 394
[redacted]
30 FRANKLIN STREET
READING, MA 01867

45 WALNUT ST 68-38-0
LUC: 105
[redacted]
376 MAIN STREET
ASHBY, MA 01431

37 WALNUT ST 68-39-0
LUC: 105
[redacted]
15 MARGERIE STREET
FITCHBURG, MA 01420

35 WALNUT ST 68-40-0
LUC: 105
[redacted]
P.O. BOX 752
AYER, MA 01432

33 WALNUT ST 68-41-0
LUC: 101
[redacted]
33 WALNUT STREET
FITCHBURG, MA 01420

0 WALNUT ST 68-42-0
LUC: 132
[redacted]
24 WALNUT STREET
FITCHBURG, MA 01420

0 WALNUT ST 68-42-A
LUC: 930
[redacted]
718 MAIN STREET
FITCHBURG, MA 01420

20 WALNUT ST 68-43-0
LUC: 101
[redacted]
PO BOX 1319
LEOMINSTER, MA 01453

24 WALNUT ST 68-44-0
LUC: 104
[redacted]
671 RIVER STREET
WINCHENDON, MA 01475

153 PAYSON ST 68-47-0
LUC: 104
[redacted]
153 PAYSON STREET
FITCHBURG, MA 01420

145 PAYSON ST 68-48-0
LUC: 104
[redacted]
9 TAYLOR ROAD
ASHBY, MA 01431

48 WALNUT ST 68-63-0
LUC: 105
[redacted]
181 SUMMER ST. #1
LUNENBURG, MA 01462

31 NASHUA ST 68-75-0
LUC: 105
[redacted]
630 LANCASTER AVENUE
LUNENBURG, MA 01462

18 WALNUT ST 69-10-0
LUC: 106
[redacted]
37 MARTIN DRIVE
SUDBURY, MA 01776

18 WALNUT ST 69-11-0
LUC: 105
[redacted]
37 MARTIN DRIVE
SUDBURY, MA 01776

0 WALNUT ST 69-12-0
LUC: 930
[redacted]
718 MAIN STREET
FITCHBURG, MA 01420

140 WATER ST 69-13-0
LUC: 337
[redacted]
875 EAST STREET
TEWKSBURY, MA 01876

162 WATER ST 69-14-0

LUC: 390

[redacted]

875 EAST STREET
TEWKSBURY, MA 01876

184 186 WATER ST 69-15-0

LUC: 930

[redacted]

718 MAIN STREET
FITCHBURG, MA 01420

196 198 WATER ST 69-17-0

LUC: 013

[redacted]

7 MEMORIAL DRIVE APT. 207
SOMERVILLE, MA 02145

202 210 WATER ST 69-18-0

LUC: 391

[redacted]

28 JEWETT STREET
LOWELL, MA 01850-2302

25 NASHUA ST 69-5-0

LUC: 105

[redacted]

630 LANCASTER AVENUE
LUNENBURG, MA 01462

19 NASHUA ST 69-6-0

LUC: 101

[redacted]

19 NASHUA STREET
FITCHBURG, MA 01420

15 NASHUA ST 69-7-0

LUC: 105

[redacted]

11 NATICOOK AVENUE
LITCHFIELD, NH 03052

193 WATER ST 69-8-0

LUC: 104

[redacted]

193 WATER STREET
FITCHBURG, MA 01420

143-145 Water St Zoning Compliance

On November 13th of 2018, Green Era LLC was approved for Special Permit by the Fitchburg Planning Board at a public hearing and the Special Decision was filed on 2/11/2019. Green Era has also executed a host agreement with the City of Fitchburg. Leading up to the meeting Green Era worked closely with multiple departments within the City of Fitchburg to prepare and provide the proper documentation to show compliance with local zoning/bylaws. Green Era will continue to work with the city departments to ensure that the establishment remains in compliance with local zoning.

In January of 2020, the Special Permit was renewed for another year. The Special Permit will be valid until February of 2021. The permit will need to be renewed if the permit is not utilized by this time. If the permit is utilized by this time, it will no longer needed to be renewed in the future.

Local Licensing Requirements

Marijuana retailers.

[Added 4-3-2018 by Ord. No. 034-2018]

As defined and established in Section 181.65 of the Fitchburg City Code, the total number of marijuana retailers (MRs) for which a special permit or license may be granted by the City or any board, department or division thereof shall be limited to no more than 20% of the number of licenses issued within the City for the retail sale of alcoholic beverages not to be drunk on the premises where sold under MGL c. 138, § 15. No special permit or license may be granted for an MR which results in a violation of this limit.

181.654 3 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.656 Special Permit Criteria and Findings

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the

Central Business District which encompasses Main Street; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD) Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.
2. The applicant has demonstrated that the ME has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation.

3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.

5. The ME is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the structure of the proposed ME.
a. The distance requirement may be reduced by the Planning Board provided that the applicant demonstrates, by clear and convincing evidence, that 1) the ME will employ adequate measures to prevent product diversion to minors, and 2) the ME is adequately buffered, and 3) the Planning Board determines that a shorter distance will suffice to accomplish the objectives set forth under §181.652.

6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.

7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.

8. The facility will not place an undue burden on public safety services of the City as may be adequately established to the satisfaction of the Planning Board, which shall consider the facility's lighting, whether or not all of the facility is visible. from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the City, and

whether or not the facility is or can be set up to promote the effective monitoring by Police Department patrols, as well as any other factors affecting public safety.

9. The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that
a. Any reference within Section 181,645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and
b. Location in an area which does not have reasonable access to medical marijuana pursuant to Section 181.644(a) shall not be required.

10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654 above.

181.657 Site Plan Review/Special Permit Conditions
The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be applied to an ME, with the exceptions that
a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME;
b. Hours of operation shall be set forth within the special permit, and shall generally be consistent with those for package stores licensed under G.L. c. 138.
c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and
d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical purposes in Section 181.646(p) shall not be applicable.

2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of this Zoning Ordinance.

3. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654 above.

4. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or

older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.

5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and wellbeing of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility, surveillance, security cameras, parking arrangements, and accessibility for police patrol.

6. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.

7. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

GREEN ERA LLC
45 Bodwell St, Avon, MA 02322 | (206) 351-0618

Municipal Cost Documentation

Please let this document serve as attestation that we have not yet receive a response from the host community on our request for information on the cost city has incurred due to our operation in city. However we have not commence operation yet.

Municipal Cost Request

GL

Green Era LLC

Tue 11/2/2021 3:55 PM

To: mohara@fitchburgma.gov; cityclerk@fitchburgma.gov; Bohart, Mary Jo

Hello,

Apart of our annual license renewal application ask us to request from the City any cost our establishment may have occurred to the City. Could you please respond with any cost the city incurred due to our business in the City? Your response will be included in our application and will be public.

This is regarding the cannabis retail license at 143-145 Water St.

Best Regards

Reply | Reply all | Forward

Plan for Positive Impact

Our LLC intends to be an active player in the on goings of the community and in doing so positively impact the community of Fitchburg, which has been deemed an area of disproportionate impact by the Cannabis Control Commission. We have developed several different strategies to achieve this and have listed the goals, strategies, and metrics for measuring their performance below.

The strategies taken to achieve our goals will adhere to requirements set forth in 935 CMR 500.105(4) relating to advertising, branding, marketing, and sponsorship practices.

The strategies taken to achieve our goals will not have a conflict with the regulations relating to limitations on ownership or control or any other applicable state laws.

Our Goals:

1. Assist in improving the quality of life of the Fitchburg community and connect with the community as a whole, not just our customers, by making at least one donation of $5000 once a year to a local organization that assists veterans in the Fitchburg area.
2. Become a leader in advancing the community by providing to our employees an accredited online training program they can utilize to advance their professional knowledge and skills with regards to the cannabis industry. Our goal is to provide this to at least 3 employees from the Fitchburg community annually.
3. Reach out to the minority community of Fitchburg and the community as a whole by holding job workshops available to local residents when job positions are available. We intend to hold at least 2 of these events annually.

Programs:

The following programs have been designed to achieve the goals previously laid forth.

1. Our establishment intends to allocate funds on a yearly basis to assist members of the Fitchburg community as a whole. We intend to do so in both of the following manners.
    a. Our establishment will partner with Friends of Fitchburg Veterans to assist Fitchburg vets and their families in need throughout the year. We are devoting $5000 to this program and will utilize the money throughout the year to veterans in Fitchburg in our partnership with Friends of Fitchburg Veterans.
        i. We will work with Friends of Fitchburg Veterans throughout the year and may make additional contributions when requested. All documentation of any donations will be documented with receipts and attestation letters from the receiving parties.
2. Offer a program for our employees in which we will provide payment for online courses from the Trichome Institute, an accredited online cannabis learning and certifications program, to all of our employees from the Fitchburg community to offer them the opportunity to learn more about the cannabis industry and assist in becoming a cannabis industry professional with various certifications. This will

provide professional training to our employees who may not have cannabis industry experience. This accredited program, along with employment at our establishment, will greatly help them advance their career in the cannabis industry if that is their interest. **For employees that are Fitchburg residents, all costs will be covered. For all other employees, our establishment will cover a portion of the cost.** There is no limit on how many of our employees can utilize this program at one time. This program will be available for the entire 1st year of our operations. We will review the program at the end of the year to determine if it is effective and if we should continue to utilize the program, adjust it, or transition into a different program. Only individuals 21 years of age and older will have access to this program.

3. Our establishment will hold its own career fair at least 2 times a year within the Community of Fitchburg for members of the community to attend to learn more about the jobs we are making available to the community, what the jobs entail, and allow the attendees to sign up for an interview for a position at our establishment. We will work with 3 Pyramids Inc/North Central Massachusetts Minority Coalition to promote these career fairs and to ensure the minority community of Fitchburg is reached and is made aware of the opportunities our establishment is creating. 3 Pyramids will also be contacted whenever we have job opportunities available to allow 3 Pyramids to connect our establishment with minority members of the community that may be interested in our job opportunities.

Monitoring Results/Accountability:

A file will be created to hold all of the gathered information listed below relating to the review of the multiple components of our Programs. The file will include a full review of each Program of our Plan for Positive Impact and will be available upon request. The reviews will be completed prior to our license being up for annual renewal.

Friends of Fitchburg Veterans Partnership

The following can be reviewed to assess and verify the partnership and its effectiveness.

a. Verification document executed by Friends of Fitchburg Veterans & our Establishment verifying the existence of our coordination.
b. Receipt issued by Friends of Fitchburg Veterans and signed by authorized personnel attesting to the receipt of the $5000 donation from our establishment.
c. Receipts or attestation letters issued by Friends of Fitchburg Veterans each time funds are used from the $5000 donation we provided to them. These receipts will detail how the funds were used so that our establishment can confirm the funds are being used to assist citizens, families, and the community of Fitchburg as a whole.
d. Yearly review letter provided by Friends of Fitchburg Veterans attesting to our partnership and their take-aways relating to the effectiveness of the partnership and any comments they may have for future improvements.

The above information will be obtained and reviewed prior to the renewal of our license to determine if the partnership is successfully achieving its goal. At this time, changes will be made to improve the partnership for the next year, if needed. The partnership may also be scrapped and a new program may be created if it is determined that the partnership did not achieve its goal(s). A summary of our review will be kept on file and will be available upon request.

Cannabis Professional Training

All employees who choose to take the courses will have a document filed in our Positive Impact Plan file to track who is taking the courses. A receipt for the payment of their courses will also be kept on file.
Each year we will distribute a questionnaire to all employees that took the online courses. The questionnaire will ask them if they believe the training was beneficial to them, if they believe it benefits their interest in becoming a cannabis professional, and if they have any suggestions for how our establishment could improve the plan to offer professional training to our employees. An example of a suggestion could be that the employee knows of another program or courses they would be interested in taking. We would then consider adding that program or courses to the options we offer to our employees.

Career Fairs/3 Pyramids Partnership

The following information will be documented to allow our establishment and the CCC to review this program and its effectiveness.

a. Verification document executed by 3 Pyramids Inc acknowledging the existence of our partnership/coordination.
b. Documentation of the notice will be filed each time our establishment contacts 3 Pyramids Inc to inform them of a career fair or job opportunity we have available.
    a. We will also request and file a response from 3 Pyramids Inc confirming receipt of the notice and their intended plans to promote the career fair or job opportunity to the minority community members of Fitchburg.
c. All methods of advertising the career fairs will be filed.
d. A sign in sheet will be present at the career fairs and will be filed away so we can keep track of the attendance of the fairs.
e. Any employees that are hired through the career fairs or through our partnership with 3 Pyramids will have this information documented in their employee file.
    a. These employees will also be given a questionnaire at the end of the year (prior to the renewal of our license), which will ask them questions relating to their experience during the hiring process.

All of the above information will be reviewed by our administrators and managers on a yearly basis (prior to the renewal of our license) to assess the effectiveness of the program and to determine what changes may need to be made to the program for the following year.

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: 001334019

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

2a. Location of its principal office:
No. and Street: 45 BODWELL ST
City or Town: AVON State: MA Zip: 02322 Country: USA

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

No. and Street: 45 BODWELL ST
City or Town: AVON State: MA Zip: 02322 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 SALES AND CULTIVATION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JOEY CHIU
No. and Street: 1 THOMPSON ST
City or Town: QUINCY State: MA Zip: 02169 Country: USA

I, JOEY CHIU 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

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	WEN BING HUANG	13400 INTERURBAN AVE S TUKWILA, WA 98168 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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WEN BING HUANG	13400 INTERURBAN AVE S TUKWILA, WA 98168 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of June, 2018,
WEN BING HUANG

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

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All Rights Reserved

Operating Agreement of
Green Era LLC
A Single Member Limited Liability Company

I. Formation.

a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Green Era LLC, a Manager-managed Massachusetts single member limited liability company (the "Company") formed under and pursuant to Massachusetts law.

b. Operating Agreement Controls. To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

c. Principle Office Address. The location of the principle office of business of Green Era LLC is:

45 Bodwell St, Avon, Massachusetts 02322, or such other location as shall be selected from time to time by the Member.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Joey Chiu. The Agent's registered office is 1 Thompson St, Quincy, Massachusetts 02169. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of the Commonwealth.

e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

a. Purpose. Green Era LLC will operate retail businesses as allowable by Massachusetts law.

b. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

c. Duration. Green Era LLC's term commenced upon the filing of a Certificate of Organization and all other such necessary materials with the Commonwealth of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

i. The Member votes to dissolve the Company;

ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;

iii. It becomes unlawful for either the Member or the Company to continue in business;

iv. A judicial decree is entered that dissolves the Company; or

v. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Member.

a. The Member. The sole member of Green Era LLC at the time of adoption of this Agreement is Wen Bing Huang (the "Member").

b. Contribution. The Member shall make contributions to the Company from time to time as the Member sees fit.

No Member shall be entitled to interest on their Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

c. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Contribution. The Member shall look solely to the Company property for the return of their Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

d. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of Members whose Membership Interest collectively totals more than 50% of total interest.

i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an

instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

e. Voting Power of the Members. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

f. Member's Duty to File Notices. The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the Commonwealth of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XI below. The Member may delegate this responsibility to a Manager at the Member's sole discretion.

g. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

h. Fiduciary Duties of the Member. The Member shall have no fiduciary duties whatsoever to the Company or, in the event that the Company has multiple Members, to other Members, unless the Member is a Manager of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

i. *Loyalty.* The duty of loyalty shall be limited to:

1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;

2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;

3. Accounting to the Board of Managers any property, profit or benefit derived by the Member in the conduct or winding up of the Company's affairs, or by the use of the Company's property.

ii. *Care*. The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation at any time.

VI. Board of Managers.

a. Creation of a Board of Managers. The Member shall create a board of managers (the "Board") consisting of Managers appointed at the sole discretion of the Member and headed by the Chairman of the Board. The Member may install itself as a Manager and as the Chairman. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

The Member appoints Guan Yu Chiu as Manager. The Member will act as Chairman of the Board.

b. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

i. *Meetings*. The Board may hold meetings, both regular and special, within or outside the Commonwealth of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman

on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.

1. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

2. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principle office address of the Company.

c. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

d. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.

e. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

f. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its

property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

g. Duties of the Board. The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.

h. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

i. Guarantee any obligation of any person;

ii. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above; or

iii. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above.

VII. Fiduciary Duties of the Board.

a. Loyalty and Care. Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.

i. *Loyalty.* The duty of loyalty shall be limited to:

1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;

2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;

3. Accounting to the Board of Managers any property, profit or benefit derived by the Manager in the conduct or winding up of the Company's affairs, or by the use of the Company's property.

ii. *Care.* The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.

b. Competition with the Company. The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an

interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding any interested Manager, consents thereto.

c. Duties Only to the Company. The Managers' fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.

d. Reliance on Reports. In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

i. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.

ii. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.

iii. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

VIII. Dissolution.

a. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

b. Winding Up. Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as

promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

c. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

d. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the Commonwealth of Massachusetts shall have been canceled in the manner required by Massachusetts law.

e. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Member with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

f. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Contribution and shall have no recourse for its Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

g. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law.

IX. Exculpation and Indemnification.

a. No Member, Manager, Manager, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

e. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

X. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law.

XI. General Provisions.

a. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person

or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

b. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

c. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

d. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

e. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

f. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflicts of law principles thereof).

g. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

h. Amendment. This Agreement may be amended only by written consent of the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

i. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of June 25, 2018.

Signature: Wen Bing Huang

Wen Bing Huang, Member

Green Era LLC Bylaws

Green Era LLC is a limited liability company registered to do business in the Commonwealth of Massachusetts with a registered office located at 45 Bodwell St, Avon, MA 02322.

Principles of Green Era LLC

Signatory: Wen Bing Huang
Address: 1215 N 33rd Place, WA 98056
Phone: 425-287-6699

Associates of Green Era LLC

Manager: Guan Yu Chiu
Address: 1 Thompson St, Quincy, MA 02169
Phone: 617-221-8544

Term and Purpose:

Green Era LLC was formed for the purpose of applying for licenses and opening business establishments in Massachusetts dealing in the cannabis industry.

Member/Associate Roles:

Wen Bing Huang: Signatory and CEO of LLC with 100% control of the LLC and is currently the only member.

Guan Yu Chiu: Appointed by the member as manager and representative.

Distribution of Profit and Loss:

Wen Bing Huang maintains 100% control of the LLC and funds will be distributed among members of the LLC.

Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1390449216
Notice Date: March 25, 2020
Case ID: 0-000-858-849

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000032

GREEN ERA LLC
45 BODWELL ST
AVON MA 02322-1112

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 25, 2020

TO WHOM IT MAY CONCERN:

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

GREEN ERA LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 25, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

Liability Insurance

We are working with Wheeler & Taylor Insurance of Pittsfield, MA to obtain a general liability & product liability policy through Cannasure insurance. We have confirmed with Wheeler & Taylor we will be able to obtain a policy that is compliant with the license requirements. We will obtain a general liability policy that will include $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually and a deductible for each policy that is no higher than $5,000 per occurrence.

Business Plan

For:

Green Era LLC

Adult-Use Cannabis Retail

August 2019

143-145 Water St, Fitchburg, MA 01420

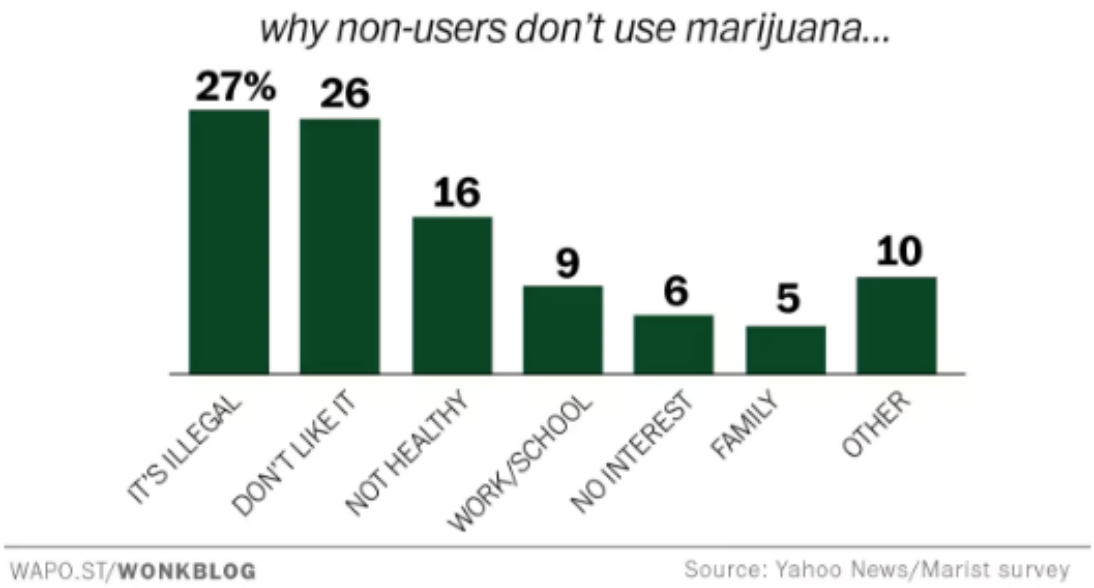
(425) 287-6699

Opportunity

With the emergence of legislation in Massachusetts to legalize and regulate the sale of cannabis, Green Era LLC sees an opportunity to open businesses in an emerging market that topped **$46.4 billion** in sales in 2016.

Problem

In 2016, 87% of cannabis sales in the US can be credited to the black market, which amounts to **$40 billion** of which is currently untapped by the legal markets. Massachusetts has one of the highest per capita rates of cannabis users in the US with 15% of their residents stating they smoke or use cannabis in some form. That percentage can be expected to grow with legalization as 27% of Americans claim the reason they do not use cannabis being due to its legality.



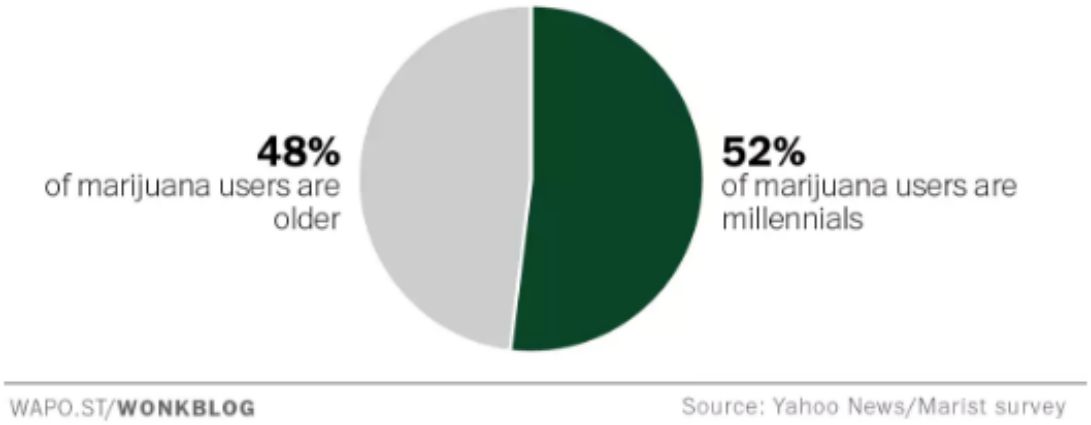
Solution

Legalization will open the doors in Massachusetts for our businesses to offer a service to consumers that they are already seeking through other means. This will also allow for the state to earn tax revenue from the sale of the product and allow consumers a sense of ease when purchasing product as its growth, testing, and sales

are being tightly regulated by an official state entity – in this case the *Cannabis Control Commission*.

Target Market

With our location in Fitchburg, we will be dealing with a market of roughly 40,000 residents being made up of 24.5% 21-34 year olds and 20.6% ranging from 35-54. Both of these age ranges are our target age demographics and they amount to 45.1% of the market. Studies show that millennials account for the majority of cannabis users, but older generations follow closely behind. We will see some customers coming from the 55-64 age group, which accounts for another 10% of the population.



Competition

In Fitchburg there are multiple cultivation facilities, but no centralized dispensaries that would operate similar to how our store will. There are other applicants in town and there will be up to 5 other retailers operating within the city limits. Statistics from Washington State show that in a town of 37,000 people **two stores across the street from each other were able to sustain well over $100,000 in revenue for the past 3 months**. We believe that this statistic shows that even with competition, stores of this nature are able to operate and continue growth.

White Rabbit Retail, 15928 WA-99, Lynnwood, WA 98087

Month	Sales	Excise Tax
May-2018	$198,737	$73,533
Apr-2018	$194,741	$72,054
Mar-2018	$211,754	$78,349

Puff N Chill Cannabis, 15919 WA-99, Lynnwood, WA 98087

Month	Sales	Excise Tax
May-2018	$149,851	$55,445
Apr-2018	$155,519	$57,542
Mar-2018	$168,463	$62,331

Our Advantages

With several years of business management and ownership under our belt, our team brings know-how from a multitude of industries. The signatory and sole member, Wen Bing Huang, has worked along side his son who has owned and operated a horticulture supply business that distributes growing products to Washington State producer/processors and growers in Oregon and California (and now Massachusetts) for over seven years. Through his relationship with this business, he has become accustom to grow space design, logistics, financing, sales, purchasing, inventory management, and much more – all relating to the cannabis industry. The manager and representative for the group, Guan Yu Chiu, is a nephew to Wen Bing Huang. Mr. Chiu currently owns and operates a restaurant in Leominster, MA. Through opening and operating his restaurant, Mr. Chiu has accumulated several years of valuable business related experience that makes him very capable of assisting in this new venture. While operating his restaurants he has dealt with hiring, payroll, tax reporting, purchasing, budgeting, permitting and licensing, and much more. These two, along with their team and business connections, are very capable business professionals that will be able to successfully bring this proposal to fruition.

Fitchburg Retail Location

The address of the Fitchburg retail location is 143-145 Water St, Fitchburg, MA 01420. The location consists of 3761 square feet of space, of which roughly 2300 square feet will be accessible to customers. The remaining space will be utilized for back office and inventory as well as employee only accessible space. There is ample onsite parking to allow for quick and easy access. The lot will likely never fill, as there are well over 50 spaces, so customers can rest assured they will be able to find available parking within close proximity to our front door.

Milestones & Metrics

Milestones Table

Milestone	Due Date	Details
Obtain provisional license	December 2019	We intend to have a provisional license by the end of 2019.
Hiring Procedures Begin	March 2020	Hiring will begin as store renovation winds down.
Complete all local licensing	November 2018	All local licensing is complete.
Complete interior buildout	March - April 2020	We will complete renovations 3-4 months post receiving license.
Open for business	May 2020	We plan to open 2 months after renovations are complete.

Ownership & Structure

Green Era LLC is a registered limited liability company in Massachusetts. Wen Bing Huang is the signatory and sole proprietor and Guan Yu Chiu is serving as a manager/representative for the business. Mr. Chiu will oversee all of the operations while residing in Massachusetts and will be tasked with hiring more staff.

Company History

Wen Bing Huang has worked extensively with his son who owns multiple businesses operating in the cannabis industry in Wasington State, Oregon, and Massachusetts. The horticulture supply company he owns has distribution warehouses in Seattle, WA, Avon, MA, and Portland, OR. Through these distribution centers, Mr. Huang and his son have also created several product lines from nutrients, to hydroponic tables and irrigation attachments, and an all-in-one lighting system partnering with a well respected international brand, “Eye-Hortilux”, to provide their state of the art and highly respected bulbs in the all-in-one system. Guan Yu Chiu has owned and operated a restaurant called Jade II in Leominster for over 5 years. Through his restaurant business, Mr. Chiu has become well acquainted

with the service industry and the Fitchburg/Leominster area. Mr. Chiu was responsible for opening the restaurant and obtaining all the necessary permits and licenses from the City of Leominster to commence operations at his restaurant. Mr. Chiu then designed and renovated the store and was responsible for brining the store in to operation and maintaining operations for the past 5 years. Mr. Chiu brings valuable administrative experience to this new group and will be able to greatly assist in the commencement and operation of the business while utilizing his relevant past experience.

Advisors

Our business has sought legal consultation while wading through the licensing and property acquiring procedures. We have worked with McNulty and O'Malley Attorneys at Law to consult with while dealing with different licensing procedures in different cities across Massachusetts. We are also advised by Yuhong Li of YLI Law Firm in Seattle, WA from a business standpoint as well as to review commercial leases and brokerage deals.

Financial Forecast

Over the first year of sales we are predicting a **$1.2 million** revenue and in year 2 we are expecting a **$1.6 million** revenue. We expect that the first few months will be slow, but we will enter into the $100,000 monthly revenue range by month 4. These numbers can be supported by the following graphs below showing 2 different cities with two stores each to represent growth of stores in cities with a similar sized population.

White Rabbit Retail, Lynnwood, WA

Store Name: White Rabbit Retail

Location: Lynnwood, WA

Lynnwood Population: 37,000

Open Date: June, 2015

First 4 Month Sales:

1. $59,178
2. $108,791
3. $147,181
4. $177,702

Puff N Chill Cannabis, Lynnwood, WA

Store Name: Puff N Chill Cannabis

Location: Lynnwood, WA

Lynnwood Population: 37,000

Open Date: April, 2015

First 4 Months Sales:

1. $11,826
2. $79,996
3. $127,783
4. $151,368

Destination Hwy 420, Bremerton, WA

Store Name: Destination Hwy 420

Location: Bremerton, WA

Population: 37,729

Open Date: August, 2015

First 4 Months Sales:

1. $15,291
2. $113,462
3. $173,467
4. $164,842

Hwy 420, Bremerton, WA

Store Name: Hwy 420

Location: Bremerton, WA

Population: 37,729

Open Date: October, 2014

First 4 Months Sales:

1. $40,445
2. $78,619
3. $123,506
4. $120,340

Estimated Traffic

Monthly sales: $100,000

Daily sales: $3,330

Avg transaction amount: $30

Daily customers: 111

Customers per hour: 11

Time in store: 8-10 minutes

Product Variation

There are various types of cannabis products. You can anticipate the following product categories in our store:

- Flower – dried buds of the cannabis plant. These products range from low to moderate THC levels.
- Concentrates – Solvent based product that is a result of an extraction process of cannabis buds and other plant materials. These are your high THC products.
- Vape Cartridges – Concentrates of various solvent types filled into cartridges that can be used with vaporizer pens. This is very similar to the already popular tobacco vaporizers.
- Edibles – Edible products that have been infused with THC or CBD (2 cannabinoids, THC being psycho-active while CBD is not). *There will be regulation on these products that the product manufactures will be required to follow in regards to the product's "look" and its potential appeal to those under 21. The most common forms of edibles will be brownies, cookies, soft drinks, and hard/soft candies, chocolates, caramels, etc.
- Topicals – These are lotions that are usually CBD dominant that can be used to apply to sore muscles for quick and natural relief. Limited to no psycho-active effects.

Preventing Diversion to Minors

On a daily basis, it will be our employee's goal to follow our protocol in relation to diversion to minors. We will enact a no-tolerance policy as a violation in relation to this policy will be ground for immediate dismissal.

- Clear signage of +21 age limit. No confusion.
- Immediate ID check upon entry of premises.
- ID check at entry completed using ID reading software – available on iPad.
- Black light to check holograms on ID
- Secondary ID check at time of purchase.
- State consequences for breach of law.

Security Summary

We plan to implement the following required security measures.

- Sufficiently lit building perimeter
- Secure Points of Entry with alarm and lock system
- Limited access areas – badge required
- Secured area for all security equipment and monitors
- 500ft Buffer from schools
- Employee Badges
- Certified alarm system and backup with ability to notify employees and local law enforcement inside state required notice period
- No blind spot security camera layout
- Yearly Audits – State Requirement

*The state has a very detailed security protocol that licensees are required to follow. Due to these regulations, retail stores should be sufficiently secured and monitored so long they stay compliant with state regulation. Upon request, we can present our security plans and designs.

Profit Projection 3 yr

SCORE
FOR THE LIFE OF YOUR BUSINESS

Profit and Loss Projection (3 Years)

Enter your Company Name here
Enter starting year here

	2019	%	2020	%	2021	%
Sales	$ 600,000	100.00%	$ 1,200,000	100.00%	$ 1,600,000	100.00%
Cost/ Goods Sold (COGS)	$204,000.00	34.00%	408,000	34.00%	528,000	33.00%
Gross Profit	$ 396,000	66.00%	$ 792,000	66.00%	$ 1,072,000	67.00%
Operating Expenses						
Payroll (taxes etc.)	172,800	28.80%	414,720	34.56%	552,960	34.56%
Outside Services	5,000	0.83%	5,000	0.42%	5,000	0.31%
Supplies (off and operation)	20,000	3.33%	10,000	0.83%	10,000	0.63%
Repairs/ Maintenance	10,000	1.67%	10,000	0.83%	10,000	0.63%
Advertising	10,000	1.67%	20,000	1.67%	10,000	0.63%
Car, Delivery and Travel	-	0.00%	-	0.00%	-	0.00%
Accounting and Legal	5,000	0.83%	5,000	0.42%	5,000	0.31%
Rent & Related Costs	114,000	19.00%	114,000	9.50%	122,000	7.63%
Internet & Telephone	1,500	0.25%	3,000	0.25%	3,000	0.19%
Utilities	4,000	0.67%	6,000	0.50%	6,000	0.38%
Insurance	2,200	0.37%	2,200	0.18%	2,200	0.14%
Taxes (real estate etc.)	1,300	0.22%	1,400	0.12%	1,400	0.09%
Other expense (host agreement fee)	5,940	0.99%	17,820	1.49%	44,040	2.75%
Other expense (host agreement donation)	10,000	1.67%	10,000	0.83%	10,000	0.63%
Total Expenses	$ 361,740	60.29%	$ 619,140	51.60%	$ 781,600	48.85%
Net Profit Before Taxes	34,260		172,860		290,400	
Income Taxes	2,740		13,829		23,232	
Net Operating Income	31,520		159,031		267,168	

*Please note that we intend to open in the middle of 2019 and the sales numbers above represent that. 2020 will be our first full year of sales.

Quality Control & Testing Procedures

Testing

NO product will be available for sale at our location that does not arrive at our facility with a testing result label on its packaging from an authorized and licensed Massachusetts lab. The product will be returned to the delivery driver and then returned back to the marijuana establishment that it came from.

NO marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

NO product that does not comply with the standards required under 935 CMR 500.160 will be available for sale at our location. The product will be returned to the delivery driver and then returned back to the marijuana establishment that it came from.

Sanitation

Employee Sanitation Requirements

- Maintain adequate personal cleanliness
- Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated
- After using the bathroom, hands are required to be washed similar to food prepping facilities

Workplace Sanitation/Cleanliness

- Proper organization of establishment to offer sufficient space for placement of equipment and storage of materials necessary for the maintenance of sanitary operations
- Litter and waste will be removed on a daily basis to minimize the development of odor
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- Floors, walls, and ceilings shall be cleaned regularly to maintain a clean professional workplace
- There is safety lighting throughout the facility that will turn on in the event of a power outage that will allow for ample lighting in the establishment
- All contact surfaces will be cleaned on a daily basis including shelving, display cases, all door handles, all desks, scales, and other surfaces that

experience regular contact will be cleaned on a daily basis to maintain a clean and sanitized workplace

- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils utilized shall be designed to allow for adequate cleaning.
- All toxic items shall be identified, held, and stored in a specific trash receptacle used only for toxic items in our designated trash area.
- There is one bathroom on site that maintains proper plumping and access to water and they will be cleaned regularly to maintain sanitation
- The water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the establishment's needs
- Plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the establishment. Plumbing properly conveys sewage and liquid disposable waste from the establishment. There shall be no cross-connections between the potable and waste water lines
- A establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- The cleaning supplies for the bathroom will be stored in the bathroom and outside of it in the basement storage area where no cannabis product is to be kept or brought.
- The marijuana establishment will have a controlled environment relating to the temperature and humidity to allow for the best storage conditions for our inventory – product that requires more specific conditions (like refrigeration) will be stored accordingly to best maintain the products.
- Product will be stored within an enclosed room with proper ventilation and storage space to allow for storage and transportation of finished products to be under conditions that protects them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- Product will regularly be assessed to ensure that no physical, chemical, or microbial contamination or deterioration are occurring
- If produce is found to be physically, chemically, or microbialy contaminated or deteriorating, measures will immediately be taken to determine the problem and address the issue – all product will be inspected to ensure it is safe for sale
- * We don't intend to sell refrigerated products at the onset of sales. However, our plan will be to place a refrigerator behind the display cases on the show floor and then also place a refrigerator in the back office inventory cage. Both refrigerators will be able to be locked.

- All refrigerated products will be kept according to the instruction of the manufacturer. If a product is not kept according to this instruction, it will be stored with other products that are unsellable and destroyed and disposed of.

Financial Records

Financial records will be kept in 3 separate areas:

1. Internal and External hard drives stored on site. All hard drives will be secured within the back office.

2. 3rd party CPA - in relation to payroll and other financial documents. Duplicates of these records may also be held on site and may be stored on a hard drive that is on site.

3. All printed financial documents will be kept in an appropriate file in the back office's secured file cabinet that will be locked at all times.

Recorded Business Documents:

The following documents will be recorded and available upon request from our establishment.

1. All Assets & Liabilities

2. Monetary Transaction Ledgers

3. Books of Account, including but not limited to; ledgers, journals, supporting documents, agreements, checks, invoices, vouchers, etc

4. Sales records, including quantity sold, form, and cost

5. Salary and/or wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with our establishment

Additional Protocols:

1. No software or methods will be utilized to manipulate sales data or any data on our POS software.

2. Our POS provider, Green Bits, is SOC 1 & SOC 2 compliant which certifies their ability to securely manage and monitor our POS data to ensure no manipulation or corruption is occurring. However, we will conduct our own audits to ensure our system is reporting accurately and that no outside softwares are manipulating our data.

3. On a monthly basis one of our agents will perform an audit on our POS software and equipment. This audit will be a multiple point check to ensure

that the system is calibrated correctly for best performance and that all equipment used in relation to the POS system are working properly. Test sales will be rung into the system to ensure the system is reporting and calculating the transaction properly. The state's traceability system will also be checked to ensure data is being properly reported by the POS system. A report will be created during this check, the agent performing the check will sign off on the report, and the report will be filed in the back office and will be available to the CCC upon request.

a. If our POS software and or equipment is found to be corrupted, dysfunctional, or is being manipulated, the CCC will immediately be made aware of this discovery. We will immediately begin communicating with our POS provider to determine the best method to ensure the problem is resolved.
b. Our establishment will comply with any further investigation initiated by the CCC in response to the report of an error with our POS system and/or equipment.

4. Relating to all product sold that warrants a tax, such data will be preserved and maintained in permanent books of account or records (digital or hard copy), sufficiently accurate and complete to establish the amount of gross income, deductions, credits or other matters required to be shown by such person in any return of such tax or information. All data will be stored according to and in compliance with 830 CMR 62C.25.1.

5. Our POS system will be capable of storing all sales data for the period required by Massachusetts tax code. Data can also be exported from the POS onto external hard drives to ensure storage of all sales data for the amount of time required by Massachusetts law.

6. POS system records **all** transactions in a manner that will allow for verification of what was sold and whether the appropriate amount of tax was collected.

    a. If at any point one of our agents notices a discrepancy in the totals the POS system calculates when ringing up a transaction, the agent will be instructed to inform a manager so the station can be shut down and the audit procedure mention in #3 above can be conducted on the POS terminal to ensure it is working properly prior to using the station again. If the audit results in discovery that the system is not working properly we will suspend sales until we are able to individually audit each POS station to ensure it is running properly. If none of the stations are working properly, the store may need to be closed until the problem is resolved. The store may remain open as long as one of the POS stations is able to pass the audit and continue operating. A report will be created and filed to be available upon request from the

CCC. If the audit found an issue in the reporting ability or overall functionality of the POS system that could have effected the proper and accurate collection of data, the CCC will be notified immediately.

b. Our establishment will comply with any further investigation initiated by the CCC in response to the report of an error with our POS system and/or equipment.

7. Our POS system will allow for the ability to separate marijuana sales from non-marijuana sales so that the proper tax amount can be charged and received.

Qualifications & Agent Training

Hiring Procedure:

Potential applicants will be interviewed by administrators to determine competency, knowledge, experience, and ability to perform the jobs tasks. If the applicant shows that they can be an asset to our team, they may be awarded the position.

After holding the interview, two - three administrators will meet to discuss the applicant. While reviewing the applicant they will record the decisions whether the applicant will be offered the job or denied. If they are offered the job and the job is accepted, the report will be placed in their employee file. If they are not offered the job OR they are offered the job and decline, a report will be filed away with all reports of applicants that interviewed and were not offered the job and applicants that were offered the job but did not accept. This way we are able to review our ability to diversify our workplace by having complete transparency as to all the applicants we have dealt with and offered jobs to – with notes as to why from the administrators that were apart of the decision.

The applicant will be screened to determine they fit all the criteria set forth by the CCC to be able to be a registered Marijuana Agent. If they fit all the criteria, we will gather their information and all materials required by the CCC (935 CMR 500.030) to submit an application for the new employee to receive the agent registration. This will include a CORI background check. We will provide the applicant with the proper paperwork, request they fill it out in its entirety and provide the $25 fee, then we will have the paperwork filed and await the results of the background check.

Roles & Qualifications:

Security Agent: We will have one Security Agent on duty at all times. At onset, we will likely have 3 or more agents on duty to assist with customer flow both inside and outside of our facility. One security agent will always be stationed at our ID checkpoint at the front of the establishment and will be responsible for checking IDs of customers that enter the establishment using our 3-point check protocol. This agent will also be tasked with monitoring the security monitors at the ID checkpoint when they are not checking IDs to ensure there is no suspicious activity occurring on the premises. If the agent identifies any suspicious activity, the agent will be instructed to inform the Shift/Lead Manager on duty.

Qualifications

- Preferred past experience in dealing in security or a similar atmosphere where ID checking is required (ex. Bar, nightclub, package store, etc).
- Ability to handle confrontation in a professional but stern manner.
- Pleasant demeanor and welcoming when dealing with customers.
- Willing and able to take instruction and strictly follow operational procedures.
- Punctual.

Floor Agent: We will have up to three Floor Agents at a time. The Floor Agents will speak with customers as they are deciding upon the product they wish to purchase. They will answer any questions they may have and direct them to a register to make their purchase when they are ready to do so and a register is available.

Qualifications:

- Preferred past experience in customer service.
- Pleasant demeanor and welcoming when dealing with customers.
- Willing and able to take instruction and strictly follow operational procedures.
- Basic knowledge of various types of cannabis products and their effects.
- Punctual.

Floor Manager: There will be one Floor Manager on duty at a time. The Floor Manager will be responsible for ensuring the show floor is flowing properly – making sure everyone is entering into the waiting line correctly, adjusting the rope and polls of the waiting line according to the customer volume, and making sure customers are exiting through the correct door. The Manager will also be responsible for overseeing the Floor Agent(s).

Qualifications:

- Preferred past experience in customer service.
- Pleasant demeanor and welcoming when dealing with customers.
- Willing and able to take instruction and strictly follow operational procedures.
- Basic knowledge of various types of cannabis products and their effects.
- Past managerial experience.
- Ability to give orders and work well with others.
- Can handle stressful situations and continue to perform job tasks efficiently.
- Punctual.

Budtender/Cashier: We will have at least two to three cashiers at onset of opening. The Budtenders will be stationed behind the floor display cases at registers. They will be responsible for checking customers IDs prior to entering the transaction into the system, answering any questions the customers may have, and processing the transaction.

Qualifications:

- Preferred past experience in customer service.
- Preferred past experience with cash handling.
- Pleasant demeanor and welcoming when dealing with customers.
- Willing and able to take instruction and strictly follow operational procedures.
- Basic knowledge of various types of cannabis products and their effects.
- Punctual.

Inventory Manager: We will hire one Inventory Manager at onset. The Inventory Manager's job will be to organize and maintain the inventory storage room. The Manager will also be responsible for conducting the check in procedure of deliveries to the establishment and will oversee the Inventory Asst. Manger. The Manager will also organize product displayed on the show floor.

Qualifications:

- Willing and able to take instruction and strictly follow operational procedures.
- Past experience with inventory management.
- Ability to pay attention to small details and perform the job tasks efficiently.
- Past experience in a managerial role.
- Punctual.

Inventory Asst. Manager: We will hire one Inventory Asst. Manager at onset. The Asst. Manager will be trained to assist the Inventory Manager with their job tasks. They will have similar roles.

Qualifications:

- Willing and able to take instruction and strictly follow operational procedures.
- Past experience with inventory management.
- Ability to pay attention to small details and perform the job tasks efficiently.
- Punctual.

Shift/Lead Manager: There will be one Shift/Lead Manager on duty at all times. The Shift/Lead Manager will be cross-trained relating to all other position's responsibilities so that the Shift/Lead Manager can ensure that all jobs are being performed properly according to our operational procedures. The Manager will be responsible for ensuring the processes of the establishment are all functioning properly. The Manager will be responsible for balancing the tills and depositing the balanced funds into the drop safe. The Manager will also be responsible for depositing the funds at the end of the night if the General Manager is absent as well as overseeing the opening and closing procedures. This Manager will have access to the back office, security server's room, and security codes.

Qualifications:

- Past experience serving in a similar positions (Shift/Lead Manager).
- Past experience handling cash.
- Past experience with inventory management.
- Technologically savvy with experience dealing with point of sale systems, servers, data storage, data transfer, and security systems.
- Pleasant demeanor and welcoming when dealing with customers.
- Ability to pay attention to small details and perform the job tasks efficiently.
- Can handle stressful situations and continue to perform job tasks efficiently.
- Willing and able to take instruction and strictly follow operational procedures.
- Basic knowledge of various types of cannabis products and their effects.

Training:

All applicants will go through a multiple day training regiment to learn the protocol of the establishment. This will relate to security procedures, emergency procedures, inventory protocol, sales protocol, customer service policies, open/closing procedures, and the entirety of our written operating procedures.

Once the applicant is able to complete the training regiment, they will be added to our bi-weekly schedule and will begin work once they have acquired their agent registration.

Responsible Vendor Training

Regulations require that all owners, administrators, managers, and employees of our establishment must complete a responsible vendor training program through a 3rd party entity that is accredited with the CCC by July 1, 2019. After July 1 of 2019, all of our new employees will be required to complete responsible vendor training within 90 days from the start of their employment. Throughout the year, all employees who handle marijuana products **will be required to receive 8 hours of ongoing training.**

One year after the completion of the training, all owners, administrators, managers, and employees will be required to renew their training and receive a total of at least 8 hours of ongoing training.

Documents relating to the completion of responsible vendor training will be kept in the employees file in the locked and secured file cabinet in the back office and will be available upon request. The documents will be saved for at least four years.

If our establishment opens for business and there are currently no responsible vendor training sessions available at the time, we will run through the following criteria with our staff outside of business hours:

1. Physical effects of cannabis based on the type of product consumed/applied and the consumption/application method.
2. Anticipated amount of time before they can begin to feel effects relating to the product type and consumption/application method.
3. Telling signs of impairment and how to recognize them.
4. Run through of our procedures to prevent diversion and sales/diversion to minors or those under 21.
5. Procedures to maintain compliance relating to regulations set forth in 935 CMR 500 that the employees will deal with on a daily basis.
6. Acceptable forms of ID and how to properly check an ID/other form of ID and how to use our ID checking software and black light to further verify an ID.
7. Procedure for identifying a fake ID using our software and procedure relating to how to handle the situation if an ID is found to be counterfeit.
8. Examples of likely situations and how to handle them as well as who to inform in the event of specific situations.
9. Waste Disposal Protocol.
10. Safety and sanitation policies.
11. Workplace expectations for conduct.
12. How to handle documents, reports, and confidential information and who to ask if there are any questions relating to the procedure for specific documentation.
13. Purchasing limits.
14. Cash handling procedures.
15. Disciplinary actions.
16. Any further information he establishment feels necessary to go through with employees.

**All employees will be paid and required to attend the session.*

Personnel Policies & Operating Procedures

Security Procedures:

Check-in Procedure: Our main entry vestibule at the front of the building is where all patrons, non-patron visitors, and deliveries will enter through. We will follow the following protocol for each *type* of visitor.

Patron: Upon entry identification will be checked. Our marijuana agent stationed within the vestibule will immediately request ID from the patron and initiate our 3-point check procedure. First the agent confirms the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using an iPad software called VeriScan. Using the VeriScan program, the agent can scan the ID's barcode with the iPads camera to confirm its authenticity. The agent will then use a black-light flashlight/lamp to check for other authenticity markers. The final check will be to check that the birthdate confirms the individual is 21 or older. Once the ID is verified the patron will be permitted to enter the establishment and waiting line to be helped by one of our marijuana agents. If the ID is not authentic or does not belong to the individual who presented it, our agent will confiscate the ID and ask the individual to leave. Local law enforcement will be given the fake ID's that we confiscate from individuals and we will work with local law enforcement to identify individuals that attempt to use fake IDs/IDs that do not belong to them to enter our establishment. Once an agent is available, the agent will answer any questions the patron may have and will guide them through our available inventory. Once the patron selects what they would like to purchase, the agent will bring them to one of our cashiers to checkout. The patron's ID will be checked by the cashier prior to initiating the transaction. Once the patron has completed their transaction, our floor manager will escort them to the exit. There will be at least 4 agents managing the entry and customer access area at all times. 2 agents to assist customers in selecting product, 1 floor manager to manage the flow and escort customers out after their transaction, and 1 agent at the front ID checkpoint.

Non-Patron Visitor: Non-patron visitors will be by appointment only. Our marijuana agent stationed in the vestibule will immediately request ID from the individual and initiate our 3-point check procedure. Our agent will have a schedule of all scheduled visits. If the individual does not have an appointment, the manager may come to the front to schedule one with for another time. If the agent confirms the individual has a scheduled meeting, the agent will initiate the ID check and check-in procedure. First the agent confirms the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using an iPad software called VeriScan. Using the VeriScan program, the agent can scan the ID's barcode with the iPads camera to confirm its authenticity. The agent will then use a black-light flashlight/lamp to check for

other authenticity markers. The final check will be to check that the birthdate confirms the individual is 21 or older. Once the ID is confirmed to be authentic and they are of the legal age, they will be asked to sign in on a visitor log sheet. They will print their name, sign, record check-in time, reason for visiting, company info (if applicable), date, and list the number of their visitor badge that is given to them. The agent will present them with a visitor badge and inform the visitor that it must be worn at all times during his visit. The visitor will then wait at the ID checkpoint until one of our *marijuana establishment agents* is available to escort them through the *limited-access area*. The visitor's ID badge will be required for the duration of their visit and must be clearly visible at all times. Once the patron is ready to exit, they will be escorted back to the ID checkpoint at the front of the facility, they will record their checkout time on the visitor log sheet, return their visitor badge, and then they will exit the premises. *If the ID is not authentic or does not belong to the individual who presented it, our agent will confiscate the ID and ask the individual to leave. Local law enforcement will be given the fake ID's that we confiscate from individuals and we will work with local law enforcement to identify individuals that attempt to use fake IDs/IDs that do not belong to them to enter our establishment.

Delivery Visitor: Each day, our establishment will have a list of incoming deliveries for that day. We will also have the manifests of the delivery orders printed and ready for the arrival of the delivery. The marijuana agent making the delivery will enter through the front of our establishment and will check-in at the ID checkpoint. They will check-in similar to the procedure listed above. First the agent confirms the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using an iPad software called VeriScan. Using the VeriScan program, the agent can scan the ID's barcode with the iPads camera to confirm its authenticity. The agent will then use a black-light flashlight/lamp to check for other authenticity markers. The final check will be to check that the birthdate confirms the individual is 21 or older. Once their ID is confirmed to be authentic and they are of legal age, they will also be asked to display their marijuana agent registration card. Once the card is confirmed to be authentic and confirmed to belong to the visiting driver, they will be asked to sign in on a visitor log sheet. They will print their name, sign, record check-in time, reason for visiting, company info (if applicable), date, and list the number of their visitor badge that is given to them. The agent will present them with a visitor badge and inform the visitor that it must be worn at all times during his visit. The visitor will then wait at the ID checkpoint until one of our *marijuana establishment agents* is available to escort them through the *limited-access area* where we will check-in the delivery with the previously printed manifest. The visitor's ID badge will be required for the duration of their visit and must be clearly visible at all times. Once the delivering agent is ready to exit, they will be escorted back to the ID checkpoint at the front of the facility, they will record their checkout time on the visitor log sheet, return their visitor badge, and then they will exit the premises. *If the ID is not authentic or does not belong to the individual who presented it, our agent will confiscate the ID and

ask the individual to leave. Local law enforcement will be given the fake ID's that we confiscate from individuals and we will work with local law enforcement to identify individuals that attempt to use fake IDs/IDs that do not belong to them to enter our establishment.

Limited Access Area: Outside of the customer accessible show floor, all other areas of the establishment will be considered a limited-access area and only marijuana agents wearing their badge or visitors that have signed in and received a visitors badge and are accompanied by one of our agents are permitted in this area.

Loitering Prevention: Our ID checkpoint will be occupied by one of our marijuana agents at <u>all times</u> during our operating hours. Along with the software and devices used for ID analysis the agent will have a monitor that shows them a view of the outside cameras. The agent will be instructed and trained to inform one of our other marijuana agents, a manager, if they suspect any suspicious, illegal, or inappropriate activity going on around our premises. In this event, our marijuana agent (manager) will be trained and instructed to inspect the situation and ask these individuals to exit the property. If the individuals refuse, they will be informed that the authorities will be called and our marijuana agent will contact local authorities.

Waste Disposal: We will follow the following procedures to store, secure, and manage our cannabis related waste.

- In the back office area (limited-access area) we will have a designated trash area with a trash bin that is padlocked shut at all times and secured to the wall as well as a recycling bin and toxic waste bin both secured in the same manner with a chain and padlock, a table for sorting/destroying product, and a sink.
- Whenever we have product that needs to be disposed of that is cannabis related, we will bring the product to the trash area. The product will be weighed and the weight will be recorded. This will also take place while being video recorded with two agents present.
- The weight of the cannabis will be recorded with two of our marijuana agents present. The product will then be ground up, sprayed with Seventh Generation Chlorine Free Bleach (environmentally safe, biodegradable, and will render the product unusable), and then placed into the trash bin. Concentrates will be mixed with the Seventh Generation Chlorine Free Bleach and then disposed of. Edibles will be ground up and sprayed with Seventh Generation Chlorine Free Bleach and then disposed of. Cartridges will be opened and sprayed with Seventh Generation Chlorine Free Bleach and then disposed of. Liquids will be poured down the drain in the trash area and then the container will be dipped in Seventh Generation Chlorine Free Bleach and disposed of.

- The report will be filed away along with all cannabis waste disposal reports to be maintained for at least three years.
- Any packaging that the product may have been placed in will be dipped in Seventh Generation Chlorine Free Bleach to neutralize any remaining cannabis material and then placed in a recycling bin/trash bin.
- When the trash bin is ready to be emptied, one of our marijuana agents will take the trash bin with cannabis material to a solid waste facility to be disposed of. Each disposal trip of trash containing cannabis material will be recorded and stored along with cannabis waste disposal reports.

Secured Entrances: We have one entrance and exit on the premises – one door at the front of the facility that leads into a vestibule and then another door to lead into the show floor and then an emergency exit at the rear. Each door will be equipped with a security alarm that will trigger the alarm if opened/tampered with while the system is armed. The front and rear doors will have a qualified lock that only our administrators have a key to. The rear door will only be accessible by the administrator and will be locked from the outside at all times – even during operating hours. The rear door will only be used in an emergency and an alarm will sound if it is ever opened.

Secured Inventory Storage & Procedure: Our inventory will be strategically organized in our back office that is a limited-access area. The inventory will be caged so that it can be locked and only accessed by our administrator on duty that has a copy of the key. The cage will be locked at all times and will only be unlocked to store new incoming product, store product that is being removed from the show floor, or to collect product for the show floor.

Inventory on the show-floor will have the ability to be quickly locked away. The display cases can be locked and a cage can be brought down from the ceiling to lock and secure all product on the shelving. This is for emergency situations; the product will not be stored outside of business hours in this manner.

At the end of the night, all inventories will be taken off the show floor and placed in the back office storage cage and locked away. This also offers the ability to do an inventory check each night. A manifest from the POS will be printed off and as product is moved from the show floor to the back office storage cage, it will be accounted for an compared with the manifest from the POS.

At opening, product will be brought from the back office inventory cage and placed on the show floor in either the display cases or on the shelves. Only a few products will be brought out to display, the mass majority of the product will remain in the back office cage until it is needed.

Theft/Robbery: In the event of a theft or robbery, the staff will be trained/instructed to comply with the demands to ensure the safety of the staff, customers, and bystanders. Once the party has left that has committed the theft/robbery, the manager on staff is trained/required to alert local authorities and the Marijuana Establishment administrator(s). An investigation into the event will take place and the CCC will be notified.

> We will implement a switch both by the register and at the front entrance checkpoint that will be able to alert local authorities of an emergency situation at the establishment. Employees will be trained to trigger this switch in emergency situations where they are unable to call for help due to the situation. Any false alarm triggered by our employees will be investigated internally to determine the circumstance of the false alarm. If we find carelessness or other unfavorable motives related to the trigger, the employee will be subject to termination.

Drop Safe/Till Balance: Each till will start the day with $200 and will end the day with $200. Throughout the day, an administrator will monitor the registers and regularly balance them back to $200, create a report on a bank envelope, place the excess cash in the envelope, and deposit the envelope in the drop safe. The drop safe will be emptied at the end of the day by the administrator and moved to the main safe.

Secured Locks: At no time shall any equipment, like a safe, file cabinet, or security room door, shall be left unlocked and unattended. All locks may only be left unlocked while the administrator who unlocked the door is present. Once the reason for unlocking the specific lock is complete, the lock is to be relocked immediately. If there is ever a noticed issue with the capability of a lock, it must be replaced immediately.

*No keys shall be left in a lock at any time. No keys shall be left out in the open at any time. All keys should remain on the administrator's person unless it is placed in a secure location that only the administrator has access to and that can be locked away. Disciplinary actions will occur in the event of lost or misplaced keys.

*No codes shall be shared at any time with any other personnel, including other administrators. Disciplinary actions will occur in the event of shared security codes.

Internal Theft/Transaction Record Errors: In the event of a nightly audit resulting in funds found missing to cover the amount of product that was sold during that day and/or inventory discovered missing – an investigation will be initiated by administrators utilizing the stores camera systems to determine where the error or theft occurred. The CCC will be notified.

Theft/Diversion During Business Hours: In instances of theft/diversion during store hours, the store will be temporarily closed while the following occurs. In the event

of emergency relating to diversion or theft all product will be moved to the back office area (limited-access area) into a locked cage where it can be secured by an administrator for further review. With the entire product secured, we can review security footage to identify the cause of the *loss*. At this time, a full inventory audit will occur to identify what was lost. A report will be filed with the CCC and a copy will be sent to local law enforcement.

Actions During Live Theft/Robbery: In the event of a robbery or instance where authorities are required but unable to be notified due to circumstances, there will be distress buttons near each register and front entry checkpoint that will notify local law enforcement when pressed. We will work with local law enforcement to ensure that this button is proper working order by checking its functionality regularly.

Opening Procedure: The alarm system will be disarmed by a code entered by the administrator opening the facility. All employees will use the POS system registers to clock-in. ID badges will be worn at all times by our marijuana agents. Agents will then bring product from the back office storage cage out to be displayed in the display cases and on the shelving in the show room.

Closing Procedure: All products will be locked in the back office storage cage. Product on the show floor will be transferred to the back storage cage each night before closing and at this time a manifest from the POS relating to the inventory will be printed out so a physical count of the product can be compared with the POS inventory manifest. Once all product is locked and secured, only the emergency lighting on the interior of the premises will be left on. The security system will be armed and all points on entry will be securely locked. Exterior lighting will remain on to illuminate the premises.

Emergency Procedures:

Fire: In the case of a fire, there are two exits – one at the front and one at the rear of the building. An escape map will be posted on the premises and employees will be informed of the protocol upon hiring. Employees will be instructed to vacate the premises immediately upon discovery of fire if the fire is not manageable by an on site extinguisher. If manageable by an on site extinguisher, an employee will be able to attempt to extinguish the fire. No matter, once the employees are in a safe space outside of the facility (even if the fire has been extinguished) they are to contact local authorities and then the Marijuana Establishment's head administrator(s), if not present. The security system will have already contacted local authorities, however, our employees will be instructed to make a manual call themselves in case of a potential error in the security system and for safe measure.

Weather Emergency: Our policy is to follow the instruction of local officials in regards to weather emergencies. Employees are instructed to stay inside the facility until local officials advise that conditions have become more favorable. If employees choose to leave or act otherwise, it will be at their own risk. We understand some

employees may have obligations to take care of in emergency situations, we understand and respect that and will allow them to do as they so wish, even if it is against what is advised. Managers on staff will be instructed to keep administrators of the establishment informed as is possible.

In the event of emergency relating to diversion, theft, or loss all product will be moved to the back office area (limited-access area) into a locked cage where it can be secured by an administrator for further review. With the entire product secured, we can review security footage to identify the cause of the *loss*. At this time, a full inventory audit will occur to identify what was lost.

In the event of a robbery or instance where authorities are required but unable to be notified due to circumstances, there will be distress buttons near each register and front entry point that will notify local law enforcement when pressed. We will work with local law enforcement to ensure that this button is proper working order by checking its functionality regularly.

*Unnecessary use of the distress button will result in suspension, internal investigation, and potential dismissal.

Customer Service Policy:

It is our overall goal to give our customers a great experience while they visit our establishment. Our intention during training is to hire and develop employees that understand this goal and how to best achieve it.

Complaint Protocol: If we receive a complaint from a customer, we will initiate an internal review. The review will entail visiting with staff that was on duty during the time of the complaint. After hearing from staff, management and administration will check other references that may bring more information to light (security cameras, other customers, etc). With all the information in management and administrations hands, a determination will be made in regards to the employee that is subject of the complaint.

Please see our Security Plan for further information relating to criteria set forth in 935 CMR 500.10.

Hours of Operation

Monday – Thursday: 10am – 8pm
Friday – Saturday: 10am – 10pm
Sunday: 12pm – 8pm

Note: It is our intention to gather data on our busy hours as well as to gather information from our clientele as to the hours they would like to see us operate. If we

find it may be beneficial to stay open later into the night or open later on in the day we will make the adjustments accordingly.

After Hours Contact:

Guan Yu Chiu, General Manager
Cell: (617) 221-8544
Email: guanyuchiu@outlook.com

Storage of Marijuana

Storage Areas:

At all times, our cannabis products will be stored in one of the following 3 areas in our establishment. All areas are within a controlled environment where the temperate and humidity levels are being kept at specific levels.

1. Back office storage cage – this is a locked cage where the bulk of our inventory will be held.
    a. Inside of the cage will be several racks with labeled bins on the rack. Product will be organized in these bins. These are open bins, not closed and sealed. Packaged product will be placed in them.
    b. Inside the cage will be a separate cabinet, equipped with a lock that has a separate key from the cage itself. Damaged product, compromised product, outdated product, or in any way unsellable according to 935 CMR, will be placed in this cabinet to be destroyed according to our waste and disposal procedures.
2. Display Cases – The showroom will be designed with a perimeter of display cases separating the customer from our marijuana agents. Product will be removed the display case on a nightly basis to be secured in the back office storage cage. The display cases will be able to be locked in the event that product needs to be secured as quickly as possible.
3. Shelving – Behind the marijuana agents on the show-floor will be shelving units with small bins to hold product. Product will be removed the shelves on a nightly basis to be secured in the back office storage cage. However, the shelves will have a cage that can drop down from the ceiling to secure the product in an event where the product needs to be secured as quickly as possible.

Upkeep: The areas where cannabis products are kept will be maintained on a daily basis to ensure that we are meeting sanitary protocols and limiting the likelihood of any type of infestation of pests.

Monitoring: Security cameras will capture all activity in areas where cannabis products are being stored.

When product is being received and checked prior to stocking, this process will be recorded and records will be kept detailing the reception of the product and then signed by the marijuana agent that was in receipt and conducted the review.

Please see our Storage of Marijuana Plan for more detail information on our storage protocol.

Product Variation

We intend to carry the following types of cannabis products. We foresee that some product types may not be made available at the onset of our store opening its doors. But, we predict that we will be able to acquire and offer these product types eventually.

Flower – dried buds of the cannabis plant.
Concentrates – Solvent based product that is a result of an extraction process of cannabis buds and other plant materials.
Vape Cartridges – Concentrates of various solvent types filled into cartridges that can be used with vaporizer pens.
Edibles – Edible products that have been infused with THC or CBD. The most common forms of edibles will be brownies, cookies, soft drinks, and hard/soft candies, chocolates, caramels, etc.
Topicals – These are lotions that are usually CBD dominant that can be used to apply to sore muscles for quick and natural relief.

All products will be pre-packaged, tested, and labeled before our reception by the cultivator or product manufacture licensee that we acquire the product form.

Record Keeping

All physical documents will be kept in a secured and locked file cabinet in the back office. Only administrators will have access to this file cabinet.

Filing Procedure: Documents relating to Waste Disposal, Inventory (delivery manifests, confirmation of delivery receipt reports, audits, and destruction/disposal reports), completed login sheets (kept at the front entry point), nightly sales report, deposit reports relating to cash pick-ups, deposit reports relating to any other kind of cash deposits, and any other documentation relating to operations on the premises shall be submitted to a file box by agents and then filed away in the secure and locked file cabinet in the back office by administrators. Real time inventory will be accessible through our POS system and our printed nightly inventory audits.

**No files shall be disposed of by agents, unless they are an administrator and the file is deemed unnecessary to maintain pursuant to the requirements in 935 CMR 500, the administrator may shred the document on site.*

Digital Real Time Inventory: Inventory numbers will be reflected in real-time by our POS system and manifests will be printed each night during closing procedures to audit the inventory as it is moved to the back storage cage.

Hard Drive Storage: Hard drives from computers located on the premises will be stored in a secured and locked safe in the back office. The hard drive will be removed from the computer by an administrator and transferred to the secured safe. Hard drives will be available upon request on site.

Closing Procedure/Nightly Audit: At the end of each day, all the product that is in the display cases or the shelves on the show floor will be removed and organized in the back office storage cage. During this time an inventory audit will be performed to check that all inventory is accounted for and matches the inventory count of the POS system. A manifest will be printed from the POS and the agent(s) performing the closing audit will make a manual count of each product and compare it with the manifest. This report will include but not be limited to the date, a summary of the audits findings, and the names, signatures, and titles, of the agents present during the audit. The report will be filed away in the secure file cabinet.

In the event that inventory is lost, an internal review will immediately be initiated. POS data, security footage, prior inventory audits from nights past, and the physical product on hand will all be reviewed to determine where or how the product was lost. A report will be created and local law enforcement will be informed. A report will be sent to the CCC as well.

Weekly Audits: At the end of each week, we will perform an inventory audit on the entirety of the product we have on hand at that time. A manifest will be printed out showing exactly what our POS tell us is currently in stock. Our marijuana agents will then manually account for each product to compare their findings with the POS manifest.

In the event of any discrepancies relating to lost product, an internal investigation will be initiated to locate the potential accounting error or loss of product. If a resolution cannot be found as to inconsistency between the physical product on hand and the product reported to be on hand by the POS, the CCC and local law enforcement will be informed immediately as we continue to investigate the loss. The report will be filed away in the secure file cabinet.

Monthly/Yearly Audits: We will conduct our weekly audits throughout the year and once a month will issue a monthly inventory audit report that will show the amount of product that is on the premises, summary of findings, the date of the audit, names

and signatures of those involved in the audit, and their titles. The report will be filed away in the secure file cabinet.

*All audit reports relating to inventory will be filed according to the filing procedure detailed above.

Further detail:

All physical and digital records will be kept on site in one of two areas.

1. Locked and secured file cabinet with multiple folders allowing the establishment to categorize documents and allow for ease in locating specific documentation when needed.
2. Locked and secured safe for sensitive materials and hard drives from POS software and another other computers at the establishment that handle sensitive information relating to the establishment, its administrators, agents, or customers.

Operating Procedures: Our operating procedure packet will be made available both on the show floor in the limited-access area and in the back office. Both will be placed in an easy to access area and all agents will be informed of their location so that they can refer to the operating procedures if they ever have an inquiry as to how a specific circumstance is to be handled. The operating procedure will also have contact information for an administrator that can be reached at any time if a specific question must be answered immediately.

Inventory Records: Records relating to delivery receptions, inventory audits, or any other documentation relating to our inventory will be filed away in the secured and locked file cabinet in the back office. The records will be available upon request at the establishment.

Personnel Records: Personnel of the establishment will each have a file made in their name. Within their file the following articles will be found:

- The full name, date of birth, and address of the employee
- All aliases previously or currently used, including maiden name if applicable
- Attestation that the individual will not engage in the diversion of marijuana products
- Written acknowledgement by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
- All background information descriptions that are required under 935 CMR 500.030(2)(f)
- Proof of payment of the application fee by the marijuana establishment
- Any further information that may have been requested by the Commission

- Documented verification of provided references
- Job description including duties, authorities, responsibilities, and qualifications
- Documentation of all conducted training relating to the employee including training regarding privacy and confidentiality requirements and a signed statement from the individual stating the time, date and place he/she received the documented training, the topics discussed, and the name and title of the presenters
- Documentation of performance evaluations
- Record of any disciplinary actions or instances where the employee was subject of a review for any reason
- Notice of completed vendor training
- Any background check reports relating to the employee

Business Records/Files/Documents:

- Licenses and permits will be presented according to regulation and, depending on the specific document, may be presented on the wall of the establishment in clear view of the public.
- In the secured and locked file cabinet in the back office, there will be a business document section for all of the establishments personal documents relating to its license and any state or local permits. The following documents will be found in this section of the file cabinet.
    - Assets & Liabilities (recent balance sheet from CPA)
    - Monetary Transactions (sales records)
    - Books of accounts (invoices, proof of payments received, open accounts, balance of accounts, notes, and receipts of all payments)
    - Further sales records relating to orders and cost of inventory and payment.
    - Information on financial arrangements with all employees and members of the establishment, their compensation, and the form in which they are compensated.
    - Bank records & records of deposits and detail on how each deposit was made.

Waste Disposal Records: In the secured and locked file cabinet, there will be a file for each years waste disposal records categorized by month. The record will display information on the waste disposal, the time and date, the contents and weight, and a signature of two marijuana agents that were present during the weighing of the waste. There will also be a record of when the waste was disposed of and a signature of the agent who conducted the disposal.

Waste Disposal

As a retail establishment, the majority of our waste will not be cannabis related. However, we will follow the following procedures to store, secure, and manage our

cannabis related waste. Please reference the diagrams at the bottom of this document for the location of the waste disposal area in the premises.

- In the back office area (limited-access area) we will have a designated trash area with a trash bin that is padlocked shut at all times and secured to the wall as well as a recycling bin and toxic waste bin both secured in the same manner with a chain and padlock, a table for sorting/destroying product, and a sink.
- Whenever we have product that needs to be disposed of that is cannabis related, we will bring the product to the trash area. The product will be weighed and the weight will be recorded. This will also take place while being video recorded with two agents present.
- The weight of the cannabis will be recorded with two of our marijuana agents present. The product will then be ground up, sprayed with Seventh Generation Chlorine Free Bleach (environmentally safe, biodegradable, and will render the product unusable), and then placed into the trash bin. Concentrates will be mixed with the Seventh Generation Chlorine Free Bleach and then disposed of. Edibles will be ground up and sprayed with Seventh Generation Chlorine Free Bleach and then disposed of. Cartridges will be opened and sprayed with Seventh Generation Chlorine Free Bleach and then disposed of. Liquids will be poured down the drain in the trash area and then the container will be dipped in Seventh Generation Chlorine Free Bleach and disposed of.
- The report will be filed away along with all cannabis waste disposal reports to be maintained for at least three years.
- Any packaging that the product may have been placed in will be dipped in Seventh Generation Chlorine Free Bleach to neutralize any remaining cannabis material and then placed in a recycling bin/trash bin.
- When the trash bin is ready to be emptied, one of our marijuana agents will take the trash bin with cannabis material to a solid waste facility to be disposed of. Each disposal trip of trash containing cannabis material will be recorded and stored along with cannabis waste disposal reports.

Quality Control

Upon reception of a delivery of product, our marijuana agent will compare the delivered product with the manifest received from the marijuana establishment the product came from. The product will be inspected and weighed by our marijuana agent to make sure there is accuracy between what is detailed on the manifest and the content of the order that we physically received. During this inspection, our marijuana agent will also inspect the packaging of each product to ensure it is

adhering to the label requirements and testing requirements in 935 CMR 500.160. Any product that does not adhere to the criteria will be returned to the driver to then be returned to the marijuana establishment it came from. This procedure is to ensure all the product we are receiving is up to code and able to be sold.

During our nightly and weekly inventory audit, our marijuana agents will be paying attention to the dates on each package to make sure that the product is not out of date. If the product is out of date, it will be moved to a secured cabinet within our back office storage cage to ensure that it will be destroyed and disposed of according to our waste disposal protocol.

Our facility will be cleaned on a daily basis to sterilize all surface areas that receive regular contact. All areas where cannabis products are stored will also be up kept on a daily basis to ensure a clean and unobstructed storage area as well as to mitigate the likelihood of a pest related issue.

Testing

NO product will be available for sale at our location that does not arrive at our facility with a testing result label on its packaging. The product will be returned to the delivery driver and then returned back to the marijuana establishment that it came from.

NO product that does not comply with the standards required under 935 CMR 500.160 will be available for sale at our location. The product will be returned to the delivery driver and then returned back to the marijuana establishment that is came from.

Sanitation

Employee Sanitation Requirements:

- Maintain adequate personal cleanliness
- Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated
- After using the bathroom, hands are required to be washed similar to food prepping facilities

Workplace Sanitation/Cleanliness:

- Proper organization of establishment to offer sufficient space for placement of equipment and storage of materials necessary for the maintenance of sanitary operations
- Litter and waste will be removed on a daily basis to minimize the development of odor

- Walls, floors, and ceilings shall be cleaned regularly to maintain a clean professional workplace
- There is safety lighting throughout the facility that will turn on in the event of a power outage that will allow for ample lighting in the establishment
- All contact surfaces will be cleaned on a daily basis including shelving, display cases, all door handles, all desks, scales, and other surfaces that experience regular contact will be cleaned on a daily basis to maintain a clean and sanitized workplace
- All toxic items shall be identified, held, and stored in a specific trash receptacle used only for toxic items
- There is one bathroom on site that maintains proper plumping and access to water and they will be cleaned regularly to maintain sanitation
- The marijuana establishment will have a controlled environment relating to the temperature and humidity to allow for the best storage conditions for our inventory – product that require more specific conditions (like refrigeration) will be stored accordingly to best maintain the products

Staffing Plan & Records

At all times our facility will have a minimum of seven marijuana agents on duty.

- One agent to secure the entry checkpoint and verify I.D.s
- Two agents to work the show floor and help customers through their transaction
- One agent for each of the registers – two total.
- One show floor manager to manage the flow on the show floor
- One manager/administrator to oversee all activities at the establishment

Additional agents will be scheduled to assist in times of high traffic. Example of times of high traffic will be our grand opening, Fridays after 5 PM, and weekends both during the day and at night. But, at all times, the establishment will have 4 agents on duty.

Employment will be full-time with the option for part-time work if it is requested.

Personnel Records:

Each employee, upon hiring, will have an employee file opened. The employee file will serve as an organizational tool for our establishment to store specific information and documentation relating to the employee to satisfy the requirements laid out in 935 CMR 500.105(9)(d). The file will contain, at the least:

- The full name, date of birth, and address of the employee
- All aliases previously or currently used, including maiden name if applicable
- Attestation that the individual will not engage in the diversion of marijuana products

- Written acknowledgement by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
- All background information descriptions that are required under 935 CMR 500.030(2)(f)
- Proof of payment of the application fee by the marijuana establishment
- Any further information that may have been requested by the Commission
- Documented verification of provided references
- Job description including duties, authorities, responsibilities, and qualifications
- Documentation of all conducted training relating to the employee including training regarding privacy and confidentiality requirements and a signed statement from the individual stating the time, date and place he/she received the documented training, the topics discussed, and the name and title of the presenters
- Documentation of performance evaluations
- Record of any disciplinary actions or instances where the employee was subject of a review for any reason
- Notice of completed vendor training
- Any background check reports relating to the employee

Workplace Policies

The following activities will be prohibited on our premises (this includes the parking lot):

- No consumption of cannabis, tobacco, or any other substance
- Drinking alcohol
- Possession of any drugs that are not prescribed by a doctor or available over the counter
- Being under the influence of drugs or alcohol
- Discrimination of any kind

Fake/Counterfeit Identification: If a patron's identification is found to be counterfeit, our agents will be instructed to maintain the ID and ask the patron to leave. If the patron refuses to leave and request their ID back, they will be informed that local law enforcement is being called. No matter, local law enforcement will be informed and the fake ID's will be turned over to them. We cannot detain the patron. We will offer our security footage to law enforcement if they wish to investigate occurrence.

<u>Actions resulting in immediate dismissal of marijuana agents</u>:

- Failure to check or properly verify an I.D. at any time when it is required relating to the procedures we have laid forth in training.

- Sharing of information relating to security protocols or other sensitive information relating to procedures for the movement of product or cash that could put the business, workplace, employees, and its patrons at risk.
- Failure to wear registered agent I.D. while on duty at the establishment.
- Failure to check-in and wear guest badge while visiting and entering limited access areas.
- Being unaccompanied while visiting and in a limited access area. (Example, unaccompanied in the back office with no other on duty agents present)
- Diversion of cannabis products.
- Engaging in any actions deemed unsafe with regards to the operation
- Been convicted or entered a guilty plea, plea nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the foreign jurisdiction, or a military, territorial, or Native American tribal authority.

In the event any of our registered agents are suspected to be guilty of any of the previously listed reasons for dismissal, the agent will be immediately suspended without pay while we investigate the suspected actions to determine if the suspicion can be verified. If the suspicion can be verified, the agent will be terminated from our employment, the CCC will be informed, and local law enforcement will be informed depending on the nature of the reason for dismissal.

Handling & Storage of Confidential Information

All confidential information will be stored in a secure and locked file cabinet that only administrators have access too.

Employee files, which may contain confidential information, will be stored in a secured and locked file cabinet.

If an employee obtains a document they believe to be confidential information, they are instructed to pass the document off to an administrator to be immediately placed in the secure file cabinet.

Once information is no longer needed, it will be shredded on site and then disposed of. Records will be kept for the duration of what is required by the regulations set forth throughout 935 CMR 500 and may be kept longer for reasons relating to our establishment's best interest.

Information on Board Members

Until our website is up and operational and a tab can be created to allow patrons to request information relating to the board members of the establishment, our employees will be instructed to offer contact information for one of the board members via a business card that will be available next to the register. Patrons may request a list of board members and executives for the establishment using the contact information provided on the business card. The board member understands the regulations and will provide them with the information they are entitled to relating to regulations set forth in 935 CMR 500 but reserves the right to disclose other information at their own will.

Cash Handling

Till Balance/Drop Safe: Each till will have a balance level of $200. The till will begin and end the day at $200. Throughout the day an agent authorized to handle cash will "cash out" the till. This will happen several times a day. Our agents will be instructed to pay attention to the cash level of their till. For instance, if they receive several large transactions consecutively, the agent should inform a manager and have the till balanced after their next transaction. The agent will count the cash contents of the till and return $200 to the till, the remaining amount will be placed in a bank envelope, a receipt will be printed from the register to represent all transactions made up to that point. The agent will write the cash total on the outside of the bank note along with the registers I.D., sign their name, and write the time and date of the deposit. The bank envelope with the cash contents inside will then be placed in the drop safe.

Transfer from Drop Safe to Primary Safe: At the end of the day, our administrator in charge of closing duties will remove the bank envelopes from the drop safe and transfer it to the main safe. The total from the bank envelopes will be added together and should total up to equal the total sales number printed from the POS system at the end of the day. If there is a difference, the administrator will be able to organize the bank envelopes from each till and compare the deposits to the receipts printed from the specific register the deposit came from. The administrator will then be able to identify the register the accounting error occurred at and investigate into the loss further. In the event the loss cannot be rectified, the administrator will create a report and the instance will be investigated to determine where the cash has gone. By using our cameras and comparing the footage to the drops, the receipts from the POS, and the total cash received, the exact amount will be determined and the missing cash should be found. If it is believed to have been stolen, the cameras will be reviewed and the agents that interacted with the till during the day of the loss will be interviewed. If an agent is found to have misplaced cash, they may be reprimanded or demoted. Misplacing of cash could also lead to their termination. If

the cash is found to have been stolen, the agent will be terminated and local law enforcement will be informed. The CCC will also be informed.

Safe storage: The safe will have a running *safe storage log* that the administrator making the deposit will be required to fill out on each entry into the safe. The information to be documented will be; date, time, printed name, reason (deposit, withdraw, audit), withdraw amount, deposit amount, new total, and signature. Even if no contents are added or removed, a log of the opening of the safe and signature of the administrator that opened the safe must be recorded (this would be recorded as an "audit"). The safe will be organized so that deposits from the drop safe for each day can be organized in their own section.

**Safe storage audit: Once a month, we will audit the safe storage log by running through security footage and comparing the entries to the safe with the total contents log to ensure that each entry into the safe was properly logged. In the event that an entry is unlogged, the administrator will be suspended without pay while a further investigation is conducted relating to an audit of the safe and any missing funds. If no funds are found to be missing, the administrator will be dealt with internally and may be demoted from their administrator status. The failure of the administrator to log their entry could also lead to their termination if it is determined to be necessary.*

Deposit Method & Frequency: All of our deposits will be made via Dunbar Armored and delivered to a local Citizen's Bank branch. We will schedule pick-ups at random times but never more than 3 days apart. If the safe reaches $20,000, an immediate pick-up will be scheduled within the same day or immediately the next morning.

Preventing Diversion to Minors

The following protocols will be implemented to prevent the diversion of cannabis products to those under the age of 21.

- Clear signage at the immediate point of entry indicating that all who enter must be 21 or older and must present a valid form of ID.
- Secondary ID check at the point of transaction to ensure the patron is 21 or older.
- Perimeter cameras showing all vantage points outside of our facility that will be monitored at all times during operational hours by our marijuana agent at the front entry checkpoint. He/she will have a monitor to view, which will show camera angles outside of the establishment. The agents will be trained to take notice of any suspicious activity occurring on the premises.
- Signs in our parking lot stating that the area is under 24-hour surveillance.
- Signs in our parking lot stating that the transfer of cannabis to anyone under the age of 21 is a felony offense.
- Interior signs stating that diversion to anyone under the age of 21 is a felony offense.

- During training, it will be made a point of emphasis that the diversion to minors is a focus of our daily activities. Our agents will be instructed always be looking for signs where the diversion to minors may be taking place.
- In the event that one of our agents is made aware of a situation where the diversion of minors is occurring, they will be mandated to share this information with administration. In the event that one of our agents is found to of had knowledge of the diversion and did not inform administration – the agent will be suspended without pay and an investigation will be conducted to verify the suspicion. In the event the suspicion is verified, the agent will be terminated and the CCC will be notified. If necessary relating to the circumstances and the nature of the actions that lead to the termination, local law enforcement will be informed.

Energy Efficiency and Conservation Procedures

1. All interior lighting will be LED lights.
2. Lights situated near our front windows will be dimmed during the day if the natural light is sufficient. They will be turned up if natural light is not sufficient.
3. Lighting will remain on at all times to allow for ample light on our security footage. However, outside of operational hours, the lights will be dimmed to conserve energy – but not dimmed so much so that the camera footage is not clearly identifiable.
4. We are exploring options to implement solar panels on our roof, but it is not something that is addressed in our property lease, so, we are working with our landlord and neighboring tenants to explore how this could be achieved.
5. We are currently pursuing energy efficiency in our retail operation by leveraging the Mass Save incentive programs and working with local distributors to see the options we have in the Fitchburg area.

Restricting Access +21

1. All employees and registered agents of our establishment must be 21 years of age or older.
2. All visitors must be 21 years of age or older.
3. All customers must be 21 years of age or older.
4. Clear signage on door that ID is required for entry and that only those 21+ are allowed on the premises.
5. Full time door man/woman.
6. Immediate Security Checkpoint within a vestibule at the point of entry of the premises. Showing ID will be required to pass through the vestibule to the show floor. We will utilize an iOS program that scans the barcode of an ID and pulls up information on the ID holder confirming their age. We can then utilize a black light to scan the card for holograms for addition security.
7. Secondary ID check at check out.
8. No tolerance policy. We will have a no tolerance for employees that are unable to follow our security protocols. Failure to follow protocol will result in immediate termination. Employees will be informed of this during hiring.
9. Fake IDs or IDs that do not belong to the individual that presented them will be confiscated and turned over to local law enforcement. We will work with law enforcement and allow them to view our security footage to investigate the attempted use of fake or stolen IDs.

Record Keeping Procedures

All records will be maintained in accordance with generally accepted accounting principles. All physical and digital records will be kept on site in one of two areas:

1. Locked and secured file cabinet with multiple folders allowing the establishment to categorize documents and allow for ease in locating specific documentation when needed.
2. Locked and secured safe for sensitive materials and hard drives from POS software and other computers at the establishment that handle sensitive information relating to the establishment, its administrators, agents, or customers.

Operating Procedures: Our operating procedure packet will be made available both on the show floor in the limited-access area and in the back office. Both will be placed in an easy to access area and all agents will be informed of their location so that they can refer to the operating procedures if they ever have an inquiry as to how a specific circumstance is to be handled. The operating procedure will also have contact information for an administrator that can be reached at any time if a specific question must be answered immediately.

Inventory Records: Records relating to delivery receptions, inventory audits, or any other documentation relating to our inventory will be filed away in the secured and locked file cabinet in the back office. The records will be available upon request at the establishment. We will record and file all seed-to-sale tracking records.

Digital Real Time Inventory: Inventory numbers will be reflected in real-time by our POS system and manifests will be printed each night during closing procedures to audit the inventory as it is moved to the inventory room. All inventory moved to the cabinet that holds product to be disposed of will be audited nightly and a real-time inventory count of its contents can be found on the POS system.

Closing Procedure/Nightly Audit: At the end of each day, all the product that is in the display cases or the shelves on the show floor will be removed and organized in the inventory room. During this time an inventory audit will be performed to check that all inventory is accounted for and matches the inventory count of the POS system. A manifest will be printed from the POS and the agent(s) performing the closing audit will make a manual count of each product and compare it with the manifest. This report will include but not be limited to the date, a summary of the audits findings, and the names, signatures, and titles, of the agents present during the audit. The report will be filed away in the secure file cabinet.

Personnel Records: Personnel of the establishment will each have a file made in their name. Within their file the following articles will be found:

- The full name, date of birth, and address of the employee
- All aliases previously or currently used, including maiden name if applicable
- Attestation that the individual will not engage in the diversion of marijuana products
- Written acknowledgement by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
- All background information descriptions that are required under 935 CMR 500.030(2)(f)
- Proof of payment of the application fee by the marijuana establishment
- Any further information that may have been requested by the Commission
- Documented verification of provided references
- Documentation of the report made at the time of hiring with notes from each administrator detailing why the factors that were considered when the employees was hired
- Job description including duties, authorities, responsibilities, and qualifications
- Documentation of all conducted training relating to the employee including training regarding privacy and confidentiality requirements and a signed statement from the individual stating the time, date and place he/she received the documented training, the topics discussed, and the name and title of the presenters
- Documentation of performance evaluations
- Record of any disciplinary actions or instances where the employee was subject of a review for any reason
- Notice of completed vendor training
- Any background check reports relating to the employee

Business Records/Files/Documents:

- Licenses and permits will be presented according to regulation and, depending on the specific document, may be presented on the wall of the establishment in clear view of the public.
- In the secured and locked file cabinet in the back office, there will be a business document section for all of the establishments personal documents relating to its license and any state or local permits. The following documents will be found in this section of the file cabinet.
    - Assets & Liabilities (recent balance sheet from CPA)
    - Monetary Transactions (sales records)
    - Books of accounts (invoices, proof of payments received, open accounts, balance of accounts, notes, and receipts of all payments)
    - Further sales records relating to orders and cost of inventory and payment.
    - Information on financial arrangements with all employees and members of the establishment, their compensation, and the form in which they are compensated.

- Bank records & records of deposits and detail on how each deposit was made.

Waste Disposal Records: In the secured and locked file cabinet, there will be a file for each years waste disposal records categorized by month. The record will display information on the waste disposal, the time and date, the contents and weight, and a signature of two marijuana agents that were present during the weighing of the waste. There will also be a record of when the waste was disposed of and a signature of the agent who conducted the disposal. These records will be kept for at least 3 years.

Please see our waste disposal procedures for more information relating to our documentation of waste disposal.

GREEN ERA LLC
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Promotion of Diversity

We have created a Diversity Plan that includes 3 goals with programs intend to reach the goals and metrics to record and measure the effectiveness of the programs in reaching the goals.

Our plan will adhere to the requirements set forth in 935 CMR 500.105(4) relating to advertising, branding, marketing, and sponsorship practices of every marijuana Establishment.

Any actions taken, or programs instituted, through carrying out this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Goals:

1. Create a diverse and inclusive workplace by educating hiring staff on diversity & inclusion.

2. Promote Diversity in the workplace by hiring diverse individuals and achieving a diverse work make-up of employment.

3. Work with a diverse range of vendors with a focus on women run businesses, veteran run businesses, and minority run businesses.

4. Maintain members in management that are apart of the Commission identified demographics; minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.

Programs:

The following programs have been designed to achieve the goals previously laid forth.

1. All hiring managers will be required to pass a course with DiversityInclusionTraining.com which covers the topic of Diversity in the workplace, promotion of inclusions, and being aware of unconscious biases which we believe will help to ensure our hiring practices promote equity in the cannabis industry.

2. We will work with the local organization 3 Pyramids Inc., North Central Massachusetts Minority Coalition, to engage with minorities in our community. 3 Pyramids will assist our establishment by connecting us with local minority community members when we have job opportunities available. When job

opportunities are available, we will contact 3 Pyramids to connect with their network of local minorities.

3. When looking for vendors to supply product to our store for resale and other services our business requires we will prioritize working with entities whose owners or the majority of their employees fall within the disproportionate impact categories. Some examples would be purchasing product from minority owned businesses, woman owned businesses, veteran owned businesses or a social equity applicants. Our goal is that 30% of our business vendors are from the above mentioned groups.

4. Our goal is that members of management are a part of the Commission identified demographics; minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. When hiring or promoting employees we will keep this goal in mind to help ensure the goal is upheld/reached.

Metrics for Review:

1. Within an employee's file we will keep their certificate of completion from DiversityInclusionTraining.com as way to keep records that all hiring managers have completed this training course prior to being apart of the hiring process.

2. When we are hiring we will send a notice to 3 Pyramids to inform them of the opportunity. We will then ask that they make an effort to inform individuals their organization is in contact with of the job opportunities we have available. 3 Pyramids will also be able to facilitate an introduction between our establishment and the individual.
    a. We will file the email correspondence of our establishment informing 3 Pyramids of the opportunities.
    b. We will ask 3 Pyramids to send a letter of acknowledgement attesting to their receipt of the notice of opportunity and attestation that they promoted the opportunity through means of their organization. This letter will be filed.
    c. We will keep track of how many employees are hired through this program by maintaining a running log of all employees who were referred to us by 3 Pyramids and hired.

3. We will keep track of all the vendors and service providers we are utilizing at our establishment. If the vendor or service provider meets the criteria of being an entity that is owned by individuals whom are minorities, women, veterans, people with disabilities, people of all gender identities and sexual orientations they will count towards our goal of 30% of our business vendors being owned by individuals belonging to the above mentioned groups.

4. Management, along with all other employees, will be asked to fill out a questionnaire annually that asks questions about the employee's make-up. Employees will not be required to answer or list their name, but this questionnaire will provide us with the ability to detail our workplace make-up as well as the make-up of our management.