# Massachusetts Cannabis Control Commission

## Marijuana Courier

General Information:

**License Number:** DO100194

**Original Issued Date:** 07/09/2026

**Issued Date:** 07/09/2026

**Expiration Date:** 07/09/2027

## MARIJUANA COURIER PRE-CERTIFICATION NUMBER

**Marijuana Courier Pre-Certification Number:** PDO103703

## ABOUT THE MARIJUANA COURIER LICENSEE

**Business Legal Name:** LEGAL GREENS BOSTON LLC

**Phone Number:** 857-333-8143 **Email Address:** vanessa@legalgreens.net

**Business Address 1:** 571B Washington Street **Business Address 2:**

**Business City:** Boston **Business State:** MA **Business Zip Code:** 02124

**Mailing Address 1:** 71 LEGION PKWY STE 25 **Mailing Address 2:**

**Mailing City:** BROCKTON **Mailing State:** MA **Mailing Zip Code:** 02301

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

### Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 51 **Percentage Of Control:** 51

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

**First Name:** Vanessa **Last Name:** Jean-Baptiste **Suffix:**

**Gender:** Female **User Defined Gender:**

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

**Specify Race or Ethnicity:**

### Person with Direct or Indirect Authority 2

**Percentage Of Ownership:** 40 **Percentage Of Control:** 40

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

**First Name:** Mark **Last Name:** Bouquet **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

Person with Direct or Indirect Authority 3

**Percentage Of Ownership:** 9 **Percentage Of Control:** 9

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

**First Name:** Michael **Last Name:** Maloney **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

## ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

**Percentage of Control:** 100 **Percentage of Ownership:** 100

**Entity Legal Name:** Legal Greens, LLC **Entity DBA:** **DBA City:** Boston

**Entity Description:** Second Location

**Entity Website:** legalgreens.net

**Foreign Subsidiary Narrative:** N/A

**Relationship Description:** Legal Greens Boston is directly controlled by the same ownership group that owns Legal Greens, LLC. The shared owners oversee strategic decisions, compliance, and daily operations for both entities. Legal Greens, LLC is funding the courier operation and providing startup resources. Both entities share administrative systems, staff training, and compliance protocols. This structure ensures operational alignment and full compliance with CCC regulations.

## CAPITAL RESOURCES - INDIVIDUALS

No records found

## CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

**Entity Legal Name:** Legal Greens, LLC **Entity DBA:**

**Email:** Info@legalgreens.net **Phone:** 508-587-3707

**Address 1:** 75 Pleasant st **Address 2:**

**City:** Brockton **State:** MA **Zip Code:** 02301

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

**Capital Attestation:** Yes

## BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

**First Name:** Vanessa **Last Name:** Jean-Baptiste **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 2

**First Name:** Vanessa **Last Name:** Jean-Baptiste **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 3

**First Name:** Vanessa **Last Name:** Jean-Baptiste **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Other

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 4

**First Name:** Mark **Last Name:** Bouquet **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 5

**First Name:** Mark **Last Name:** Bouquet **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 6

**First Name:** Mark **Last Name:** Bouquet **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Other

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 7

**First Name:** Michael **Last Name:** Maloney **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 8

**First Name:** Michael **Last Name:** Maloney **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

Individual 9

**First Name:** Michael **Last Name:** Maloney **Suffix:**

**Marijuana Establishment Name:** Legal Greens **Business Type:** Other

**Marijuana Establishment City:** Brockton **Marijuana Establishment State:** MA

## MARIJUANA COURIER LICENSEE PROPERTY DETAILS

**Establishment Address 1:** 571B Washington Street **Establishment Address 2:**

**Establishment City:** Boston **Establishment Zip Code:** 02124

**Approximate square footage of the establishment:** 1700 **How many abutters does this property have?:** 45

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

## HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Executed HCA | Legal Greens 2025 HCA.pdf | pdf | 686c6a077db882c01c8bc39a | 07/07/2025 |
| Plan to Remain Compliant with Local Zoning | local zoning in Boston.pdf | pdf | 6889552b2e0e7d3801271c13 | 07/29/2025 |
| Community Outreach Meeting Documentation | C O D- Boston Delivery.pdf | pdf | 68c1a736566b140b4e05f407 | 09/10/2025 |

**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.:** $

## POSITIVE IMPACT PLAN

Positive Impact Plan:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Plan for Positive Impact | PIP - RFI Update.pdf | pdf | 68baebb66248b2e324785ad3 | 09/05/2025 |

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

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

**First Name:** Vanessa **Last Name:** Jean-Baptiste **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

### Individual Background Information 2

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

**First Name:** Mark **Last Name:** Bouquet **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

### Individual Background Information 3

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

**First Name:** Michael **Last Name:** Maloney **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

**Role:** Parent Company **Other Role:**

**Entity Legal Name:** Legal Greens, LLC **Entity DBA:**

**Entity Description:** Cannabis Retail Store

**Phone:** 508-587-3707 **Email:** info@leglagreens.net

**Primary Business Address 1:** 75 Pleasant Street **Primary Business Address 2:**

**Primary Business City:** Brockton **Primary Business State:** MA **Principal Business Zip Code:** 02301

**Additional Information:**

## MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Department of Unemployment Assistance - Certificate of Good standing | ViewFile.pdf | pdf | 6a2581cf09f6fde8cc9bd316 | 06/07/2026 |
| Secretary of Commonwealth - Certificate of Good Standing | Secretary of the Commonwealth.pdf | pdf | 6a25820309f6fde8cc9bd330 | 06/07/2026 |
| Department of Revenue - Certificate of Good standing | GoodstandingBos6:26.pdf | pdf | 6a3ab073c717bcffdf445337 | 06/23/2026 |

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Articles of Organization | Articles of Organization.pdf | pdf | 68895c34f40040df055a304a | 07/29/2025 |
| Bylaws | Legal_Greens_Boston_Bylaws_pdf.pdf | pdf | 688965bff40040df055a31c8 | 07/29/2025 |

**Massachusetts Business Identification Number:** 001843850

**Doing-Business-As Name:**

**DBA Registration City:** Brockton

## BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Plan for Liability Insurance | insurance.pdf | pdf | 683882682309ac25e35bf386 | 05/29/2025 |
| Operating Agreement or Articles of Incorporation | CorpSearchViewPDF.aspx.pdf | pdf | 683886f26cf3645b6204e880 | 05/29/2025 |
| Capitalization Table | corp structure chart.pdf | pdf | 683887ff6cf3645b6204ea55 | 05/29/2025 |
| Business Plan | Legal Greens Cannabis Delivery & Courier Business Plan.pdf | pdf | 684f26912309ac25e36a7823 | 06/15/2025 |
| Proposed Timeline | Boston's Timeline .pdf | pdf | 6a25848109f6fde8cc9bd3c0 | 06/07/2026 |

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Energy compliance plan | Boston;  Energy Compliance Plan.pdf | pdf | 688c0c582e0e7d3801295141 | 07/31/2025 |
| A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees | Boston; Qualifications and Employee Training d.pdf | pdf | 688c0c712e0e7d3801295158 | 07/31/2025 |
| Maintenance of financial records | Boston; Maintianing of Finacial Records.pdf | pdf | 688c0c832e0e7d380129516f | 07/31/2025 |
| Record-keeping procedures | Boston; Record keeping Procedures.pdf | pdf | 688c0c952e0e7d3801295186 | 07/31/2025 |
| Personnel policies | Boston polices and procedures 6:2025.pdf | pdf | 688c0cd72e0e7d38012951b4 | 07/31/2025 |

| | | | | |
|---|---|---|---|---|
| Procedures for quality control and testing of product for potential contaminants | Boston; Quality Control and Testing d.pdf | pdf | 688c0cef2e0e7d38012951cb | 07/31/2025 |
| Delivery procedures (pursuant to 935 CMR 500.145) | Boston Delivery Requirements 2.7.23.pdf | pdf | 688c0cfd2e0e7d38012951df | 07/31/2025 |
| Inventory | Boston Inventory Procedures.pdf | pdf | 688c0d1b2e0e7d38012951f6 | 07/31/2025 |
| Transportation | Boston; transportation 2.7.23.pdf | pdf | 688c0d342e0e7d3801295234 | 07/31/2025 |
| Storage | Boston storage.pdf | pdf | 688c0d472e0e7d380129524b | 07/31/2025 |
| Prevention of diversion | Boston; Prevention of diversion.pdf | pdf | 688c0d692e0e7d3801295262 | 07/31/2025 |
| Security plan | Boston Security Requirements 2.7.23.pdf | pdf | 688c0d7d2e0e7d3801295279 | 07/31/2025 |
| Diversity plan | Boston- Diversity Plan Retail.pdf | pdf | 68a767025fa9118d2cd1232b | 08/21/2025 |
| Dispensing procedures;inactive | image1.png | png | 68a7676c5fa9118d2cd123f9 | 08/21/2025 |

## COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

## COMPLIANCE WITH DIVERSITY PLAN

No records found

## HOURS OF OPERATION

| | |
|---|---|
| **Monday From:** 10:00 AM | **Monday To:** 9:00 PM |
| **Tuesday From:** 10:00 AM | **Tuesday To:** 9:00 PM |
| **Wednesday From:** 10:00 AM | **Wednesday To:** 9:00 PM |
| **Thursday From:** 10:00 AM | **Thursday To:** 9:00 PM |
| **Friday From:** 10:00 AM | **Friday To:** 9:00 PM |
| **Saturday From:** 10:00 AM | **Saturday To:** 9:00 PM |
| **Sunday From:** 10:00 AM | **Sunday To:** 9:00 PM |

## ATTESTATIONS

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

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

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

**Notification:**

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

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

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

## AGREEMENTS WITH MARIJUANA RETAILERS

Agreements with Marijuana Retailers 1

**Owner First Name:** Vanessa **Owner Last Name:** Jean-Baptiste **Owner Suffix:**

**Marijuana Retailer Legal Name:** Legal Green **Marijuana Retailer DBA:**

**Marijuana Retailer Description:**

**Marijuana Retailer Phone:** 508-857-3707 **Marijuana Retailer Email:** info@legalgreens.net **Marijuana Retailer Website:** legalgreens.net

**Marijuana Retailer Address 1:** 75 Pleasant St **Marijuana Retailer Address 2:**

**Marijuana Retailer City:** Brockton **Marijuana Retailer State:** MA **Marijuana Retailer Zip Code:** 02301 **Marijuana Retailer Country:**

**Marijuana Retailer Mailing Address 1:** 71 Legion Pkwy **Marijuana Retailer Mailing Address 2:**

**Marijuana Retailer Mailing City:** Brockton **Marijuana Retailer Mailing State:** MA **Marijuana Retailer Mailing Zip Code:** 02301 **Marijuana Retailer Mailing Country:**

## MARIJUANA RETAILER AGREEMENT DOCUMENTATION

Supporting Document:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| | Marijuana_Retailer_Delivery_Agreement2025.pdf | pdf | 68a6731f5fa9118d2cd010aa | 08/20/2025 |

## AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

## THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

To remain compliant with local zoning in Boston, we will operate only in districts approved for cannabis retail and delivery use under the Boston Zoning Code. We will verify all property locations through the Boston Planning & Development Agency (BPDA) and obtain necessary zoning use permits. Our business will maintain a minimum 500-foot distance from K–12 schools, in accordance with city and state requirements. Any changes to our location or operations will be reviewed with city officials to ensure ongoing compliance. We will also stay updated on zoning changes and participate in community outreach to address any local concerns.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4/8/25
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 3/24/25

    b. Name of publication: Boston Herald

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

    a. Date notice filed: 4/8/25

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

    a. Date notice(s) mailed: 3/21/25

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

Legal Greens Boston, LLC

Name of applicant's authorized representative:

Mark Bouquet

Signature of applicant's authorized representative:

A

## Job Details

Order Number:**W0115637**

Business Type:
Legal Notice

Ad Size:
Legal Notices

Ad Cost:
$571.32

Payment Type:
Visa

## Account Details

Bridgette NIkisher
386 Hallocks Mill Rd
Yorktown Heights, NY 10598
914-483-8836
r.rutenberg@vicentellp.com
Vicente Sederberg LLP
Credit Card - Visa **********8153

## Schedule for Ad number W01156370

**Mon Mar 24, 2025**

**Boston Globe Legal Notices**

NOTICE OF PUBLIC MEETING
Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for: Name: Legal Greens Boston LLC | Address: 5718 Washington St, Dorchester | License Type: Marijuana Courier and Marijuana Delivery Operator | Join on Zoom - this is NOT an in person meeting: Date: Tuesday, April 8th, 2025 | Time: 6:00PM | Link: https://bit.ly/5718WashEvent password: 8354292626 | Call in: +16465588656 | Hosted online per the Cannabis Control Commission administrative order | There will be an opportunity for the public to raise comments, questions, and concerns. If you have any questions or comments about this proposal, contact: Conor Newman Mayor's Office of Neighborhood Services (617)635-2093 | conor.newman@boston.gov | The City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s).

**B**

MENU

CITY of BOSTON INFORMATION AND SERVICES PUBLIC NOTICES FEEDBACK PORTUGUÊS

MEETING

Where BOSTON CITY HALL
IANNELLA CHAMBER
BOSTOM , MA 02201

Posted 12/18/2024 - 4:37PM

Community Meeting For Proposed Cannabis Establishment

THE PUBLIC CAN OFFER TESTIMONY.

When APRIL 08, 2025 6:00PM

Where VIRTUAL MEETING PLEASE SEE NOTICE
BOSTON, MA 02111

Posted 03/24/2025 - 7:29AM

NEW IOS VERSION OF PARKBOSTON LAUNCHED
*The City of Boston has launched the latest version of our ParkBoston app on the Apple Store (iOS), which allows you to pay for metered spaces across the City. This update will be coming soon to Android devices.*
PARKBOSTON INFORMATION



*Last updated: 03/24/2025 – 8:00am*

# COMMUNITY MEETING FOR PROPOSED CANNABIS ESTABLISHMENT

*There will be a community meeting for a proposed cannabis establishment on April 8 at 6 p.m.*

Join virtually on Zoom via link below. This is NOT an in person meeting:

JOIN THE ONLINE MEETING

- Event password: 835 4292 4626
- Call-in Number: +1-646-558-8656

Hosted online per the Cannabis Control Commission administrative order. There will be an opportunity for the public to raise comments, questions, and concerns.

THE PUBLIC CAN OFFER TESTIMONY.

## DISCUSSION TOPICS

1 **Proposed Cannabis Establishment**

Application Name: Legal Greens Boston LLC Application

Address: 571B Washington St, Dorchester License

Type: Marijuana Courier and Marijuana Delivery Operator

## *April 8, 2025*

06:00PM

VIRTUAL MEETING PLEASE SEE NOTICE
BOSTON, MA 02111

SEND AN EMAIL

617-635-2093

| | |
|---|---|
| *Contact:* | CONOR NEWMAN |
| *Neighborhoods:* | DOWNTOWN |
| *Posted:* | 03/24/2025 - 7:29AM |
| *Resources:* | OFFICIAL FILED POSTING |

ACCESSIBILITY SERVICES

Interpretation, translation, and disability accommodation services are available to you at no cost. If you need them, please reach out to the contact listed in this Public Notice.

# NOTICE OF PUBLIC MEETING

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

**Application Name:** Legal Greens Boston LLC
**Application Address:** 571B Washington St, Dorchester
**License Type:** Marijuana Courier and Marijuana Delivery Operator

RECEIVED
By City Clerk at 7:28 am, Mar 24, 2025

**Join virtually on Zoom via link below - this is NOT an in person meeting:**

**Date:** Tuesday, April 8th, 2025
**Time:** 6:00PM
**Event Link:** https://bit.ly/571BWash
**Event password:** 835 4292 4626
**Call in Number**: +1 646 558 8656

*Hosted online per the Cannabis Control Commission administrative order*

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

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

Conor Newman
Mayor's Office of Neighborhood Services
(617) 635-2093 | conor.newman@boston.gov

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

CITY of BOSTON

Neighborhood Services

The City of Boston hosted and owned the Zoom meeting. As such, I did not have access to the attendee list or an exact count of participants. However, based on my observation, I estimate that more than fifteen (15) individuals were in attendance.

Additionally, the link to the community outreach session is attached for reference.

https://www.youtube.com/watch?v=i-Q0z4OC9cs

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**From:** Conor Newman <conor.newman@boston.gov>
**Date:** Tuesday, July 8, 2025 at 8:40 PM
**To:** Rebecca Rutenberg <r.rutenberg@vicentellp.com>
**Cc:** Luke Santhouse <luke.santhouse@boston.gov>, mark@legalgreens.net <mark@legalgreens.net>, Tito Jackson <titojacksonstrategies@gmail.com>, vanessa@legalgreens.net <vanessa@legalgreens.net>, Cannabis Board <cannabisboard@boston.gov>, Shekia Scott <shekia.scott@boston.gov>, Anthony Nguyen <anthony.nguyen@boston.gov>
**Subject:** Re: New Cannabis Application - Legal Greens Boston LLC - 571B Washington St 17 Dorchester

Sure, looks like I have availability the evening of July 30th and there appears to be no community conflicts. Please let me know if this works and I can start on flyers. Otherwise, I will need to link up with Anthony and identify alternative dates.

Regards,

Conor Newman

**Conor Newman** 12:12 PM

Re: Following Up: Community Outreach...

To: Vanessa Jean-Baptiste Cc: & 4 more Details

For the April 8th public meeting, I made a note of roughly 43 attendees at the height of the meeting

**See More** from Vanessa Jean-Baptiste

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**Conor Newman**
Deputy Director
Mayor Michelle Wu
Office of Neighborhood Services
617-635-2093

Sign up for neighborhood news here.

C

9589 0710 5270 0198 5251 60

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total
$

Postmark Here

MAR 24 2025
USPS

CITY OF BOSTON
577A WASHINGTON
DORCHESTER, MA 02124

Sent

Stree

City,

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

In order to have a positive impact on the City of Boston; Legal Greens Boston, LLC understands any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license). Legal Greens Boston, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Legal Greens Boston, LLC has chosen three groups to benefit from our impact plan.

Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Note that some disproportionately impacted geographic locations are cities or towns, and others are neighborhoods identified by census tracts. The designation of these areas will be re-evaluated periodically. Massachusetts residents who have past drug convictions.

## 1 GOALS

Legal Greens Boston, LLC will host expungement clinic in the city of Boston. Our goal is to seal records for individuals affected by the war on drugs. Sealing individual records will allow them access to housing, financial aid to better their future, as well as job.

## PROGRAM

Legal Greens Boston, LLC will post their annual pop-up for the expungement clinic. If individuals are unable to make the clinic, they will still be able to contract, Mike Maloney partner and criminal attorney. The clinic will be strictly focus to Boston residents in the below census tracts:

| | |
|---|---|
| 8.03, 803 | 819, 81900 |
| 101.03, 10103 | 820, 82000 |
| 101.04, 10104 | 821, 82100 |
| 103, 10300 | 901, 90100 |
| 104.04, 10404 | 902, 90200 |
| 104.05, 10405 | 903, 90300 |
| 607, 60700 | 904, 90400 |
| 610, 61000 | 906, 90600 |
| 611.01, 61101 | 912, 91200 |
| 702, 70200 | 914, 91400 |
| 712.01, 71201 | 917, 91700 |
| 803, 80300 | 918, 91800 |
| 611.01, 61101 | 919, 91900 |
| 804.01, 80401 | 920, 92000 |
| 805, 80500 | 923, 92300 |
| 806.01, 80601 | 924, 92400 |
| 808.01, 80801 | 818, 81800 |
| 815, 81500 | 817, 81700 |

Our clinics will be advertised within a Boston local newspaper. The news article will be posted a month ahead, while continuously posting on our social media daily. The clinic will be held at the 571B Washington St Ma 02124. Mike Maloney will do a pop up, answering questions regarding expungements. Drug related convictions to be sealed will be taken into review under Mike Maloney Law. This clinic is upon to anyone over 21 who is a Boston resident, we will cap the clinic at 20 residents.

## MEASUREMENTS

Legal Greens Boston, LLC team members will have attendance recorded. We will also count the number of individuals that entered the workshop and keep records of individuals whom records have been expunged. Our goal is to expunge 75% of the individuals as well as hiring 20% of these individuals.

Legal Greens Boston, LLC understands that any actions taken, or programs instituted, will not violate Commission's regulations with respect to limitations on ownership or control or other applicable state laws. LG Boston, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. The progress or success of this plan, in its

entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

## WORKFORCE DIVERITY & LOCAL HIRING

Legal Greens Boston is committed to building a diverse and equitable workforce by prioritizing the hiring of individuals from Commission-identified disproportionately impacted areas (DIAs), particularly those closest to our Boston location. We recognize that people of color were disproportionately impacted as these individuals continue to face systemic barriers to employment, and we are dedicated to creating opportunities that support their participation and advancement within the cannabis industry.

## 2 GOALS

Hire at least **50% - 75% of employees from Commission-identified DIAs**, with emphasis on Boston neighborhoods identified as disproportionately impacted. Ensure representation in our workforce from disproportionately harmed by cannabis prohibition**.** Provide equitable career pathways by offering ongoing training, mentorship, and opportunities for promotion.

## PROGRAM

**Targeted Recruitment:** Focus outreach and job postings within Boston's Dorchester, Roxbury and Mattapan; disproportionately impacted neighborhoods, using local workforce boards, community centers, and social media platforms.

**Community Partnerships:** Partner with local nonprofits, re-entry organizations, and advocacy groups that serve underrepresented populations to create pipelines into employment.

**Inclusive Hiring Practices:** Ensure all job descriptions use inclusive language and provide reasonable accommodations for individuals with disabilities.

**Training & Advancement:** Offer cannabis industry training, job shadowing, and mentorship programs to support advancement into supervisory and management roles.

**Accountability:** Require all hiring managers to undergo diversity and inclusion training. All Documents will be recorded and maintained and will made available or used upon renewal, complying with 935 CMR 500.105(4).

## MEASUREMENTS

Track hiring and workforce demographics quarterly, measuring against our hiring target, 50%-75%. Record representation of the identified groups who were disproportionately harmed by cannabis prohibition in our workforce. Report annually to the Cannabis Control Commission with verified hiring data. Evaluate internal promotion rates to ensure equitable career progression.

## ACKNOWLEDGMENT

Legal Greens Boston acknowledges the historical and systemic inequities faced by communities most harmed by cannabis prohibition. We affirm our responsibility to create economic opportunities that directly address these inequities and support the CCC's mission of equitable participation in the regulated cannabis industry.

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

# Corporations Division

One Ashburton Place · Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

# Certificate of Organization

(General Laws, Chapter 156C, Section 12) Filing Fee: $500.00

Identification Number: 001843850 (number will be assigned)

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

LEGAL GREENS BOSTON LLC

2. The address in the Commonwealth where the records will be maintained:

| | | | | | |
|---|---|---|---|---|---|
| Number and street: | 71 LEGION PARKWAY | | | | |
| Address 2: | SUITE 25 | | | | |
| City or town: | BROCKTON | State: | MA | Zip code: | 02301 |
| Country: | UNITED STATES | | | | |

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

APPLYING FOR A MARIJUANA RETAILER LICENSE FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

| | | | | | |
|---|---|---|---|---|---|
| Agent name: | MICHAEL PATRICK MALONEY | | | | |
| Number and street: | 71 LEGION PARKWAY | | | | |
| Address 2: | SUITE 25 | | | | |
| City or town: | BROCKTON | State: | MA | Zip code: | 02301 |

I MICHAEL PATRICK MALONEY,

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 | Name | Address |
|---|---|---|
| MANAGER | MARK BOUQUET | 131 NEPONSET VALLEY PARKWAY BOSTON, MA 02136 USA |

| | | |
|---|---|---|
| MANAGER | VANESSA JEAN-BAPTISTE | 15 BATTLES STREET BROCKTON, MA 02301 USA |
| MANAGER | MICHAEL PATRICK MALONEY | 71 LEGION PARKWAY BROCKTON, MA 02301 USA |

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

| Title | Name | Address |
|---|---|---|
| SOC SIGNATORY | MICHAEL PATRICK MALONEY | 71 LEGION PARKWAY BROCKTON, MA 02301 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 | Name | Address |
|---|---|---|
| REAL PROPERTY | MARK BOUQUET | 131 NEPONSET VALLEY PARKWAY BOSTON, MA 02136 USA |
| REAL PROPERTY | VANESSA JEAN-BAPTISTE | 15 BATTLES STREET BROCKTON, MA 02301 USA |
| REAL PROPERTY | MICHAEL PATRICK MALONEY | 71 LEGION PARKWAY BROCKTON, MA 02301 USA |

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of October, 2024,

MICHAEL MALONEY

, Signature of Authorized Signatory.

October 15, 2024

Secretary of the Commonwealth
Corporations Division
McCormack Building
One Ashburton Place, 17th floor
Boston, MA 02108

RE: Legal Greens LLC - Consent to Use of Corporate Name

To Whom It May Concern:

On behalf of Legal Greens LLC ("Legal Greens"), please let this letter serve as confirmation that Legal Greens consents to the use of the corporate name "Legal Greens Boston LLC" by Mike Maloney.

Thank you for your attention to this matter.

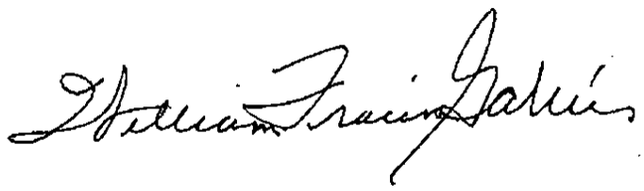
Sincerely,

Mark Bouquet
Manager, Legal Greens LLC

THE COMMONWEALTH OF MASSACHUSETTS

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

October 17, 2024 12:28 PM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

**among**

Legal Greens Boston, LLC

**and**

**THE MEMBERS NAMED HEREIN**

**Dated as of:**

**[9/21/2019]**

"**Certificate of Formation**" has the meaning set forth in the Recitals.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Common Units**" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Common Units" in this Agreement.

"**Company**" has the meaning set forth in the Preamble.

"**Company Interest Rate**" means a rate equal to the prime rate published in the Wall Street Journal on the applicable date plus two percent (2%).

"**Company Subsidiary**" means a Subsidiary of the Company.

"**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"**Estimated Tax Amount**" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Board. In making such estimate, the Board shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Board are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

"**Fair Market Value**" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

"**Fiscal Year**" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"**Fully Diluted Basis**" means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Initial Cost**" means, with respect to any Unit, the purchase price paid to the Company with respect to such Unit by the Member to whom such Unit was originally issued.

"**Initial Member**" has the meaning set forth in the term Member.

"**Member**" means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an "**Initial Member**"); and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company's books and records as the owner of one or more Units. The Members shall constitute the "members" of the Company.

"**Membership Interest**" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Tax Amount**" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person. "**Transfer**" when used as a noun shall have a correlative meaning. "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

"**Treasury Regulations**" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"**Unit**" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Preferred Units and the Common Units; provided, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

## ARTICLE II
## ORGANIZATION

**Section 2.01 Formation**.

(a) The Company was formed on 06/13/2018 upon the filing of the Certificate of Formation with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the "limited liability company agreement" of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

**Section 2.02 Name**. The name of the Company is "Legal Greens Boston, LLC" or such other name or names as the Board may from time to time designate; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC" The Board shall give prompt notice to each of the Members of any change to the name of the Company.

**Section 2.03 Principal Office**. The principal office of the Company is located at 71 Legion Pkwy Brockton, MA 02301, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

**Section 2.04 Registered Office; Registered Agent**.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent for service of process on the Company in the State of Massahusetts shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Board may designate from time to time in the manner provided by Applicable Law.

**Section 2.05 Purpose; Powers**.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed.

**Section 2.06 Term**. The term of the Company commenced on the date the Certificate of Formation was filed in the State of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

**Section 2.07 No State-Law Partnership**. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

## ARTICLE III
## UNITS

**Section 3.01 Units Generally**. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the "**Members Schedule**"), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

**Section 3.02 Authorization and Issuance of Preferred Units**. Subject to compliance with terms contained within this Agreement, the Company is hereby authorized to issue a class of Units designated as Preferred Units. As of the date hereof the number of Preferred Units issued and outstanding to the Members are set forth opposite each Member's name on the Members Schedule.

**Section 3.03 Authorization and Issuance of Common Units**. Subject to compliance with terms contained within this Agreement, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof, the number of Common Units

issued and outstanding to the Members are set forth opposite each Member's name on the Members Schedule.

**Section 3.04 Certification of Units**.

(a) The Board in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Board shall issue certificates representing Units, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION

## ARTICLE IV
## MEMBERS

**Section 4.01 Admission of New Members**.

(a) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of this Agreement. Further, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Board and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books

and records of the Company and thereupon shall be issued his, her or its Units. The Board shall also adjust the Capital Accounts of the Members as necessary.

**Section 4.02 Representations and Warranties of Members**. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of this Agreement have been complied with;

(b) Such Member is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

(c) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(d) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries (if applicable) and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose;

(e) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

(f) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(g) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(h) The execution, delivery and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member

or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(i) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity);

(j) Such Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business.

**Section 4.03 No Personal Liability**. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

**Section 4.04 Death**. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; provided, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement. Notwithstanding the foregoing, such Member's heirs shall only be admitted as Members of the Company if such heirs are suitable to have an ownership or permitted economic interest in a marijuana business pursuant to the Cannabis Code.

**Section 4.05 Voting**.

(a) Except as otherwise provided by this or as otherwise required by Applicable Law:

(i) each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement; and

(ii) the Preferred Units shall be entitled to one vote per Preferred Unit on all matters upon which the Members have the right to vote under this Agreement;

**Section 4.06 Meetings**.

(a) Voting Units. As used herein, the term "**Voting Units**" shall mean:

(i) the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting.

(ii) the Preferred Units, for purposes of calling or holding any meeting of the Members holding Preferred Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting.

(iii) the Common Units and the Preferred Units together as one class for purposes of calling or holding any meeting of the Members as a whole, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting.

(b) Calling the Meeting. Meetings of the Members may be called by (i) the Board or (ii) by a Member or group of Members holding more than 50% of the then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units ("**Voting Members**") shall have the right to attend meetings of the Members.

(c) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than seven (7) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Board or the Member(s) calling the meeting, as the case may be.

(d) Vote by Proxy. On any matter that is to be voted on by Voting Members, a Voting Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

**Section 4.07 Quorum**. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. No action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

**Section 4.08 Action Without Meeting**. Notwithstanding anything contained herein to the contrary, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the Voting Units required to take such action at a meeting. A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

**Section 4.09 Power of Members**. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

**Section 4.10 Automatic Divestiture**. If, during anytime while the Company holds a local or state license pursuant to the Cannabis Code, any of the following occur to a Member or to a member of an entity that is a Member of Company, all interests of that Member in the

Company (the "**Affected Member**") will automatically and immediately terminate, and the Affected Member will cease to be a Member:

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Cannabis Code, disqualify the Affected Member from owning a marijuana business.

(b) The Cannabis Regulatory Body or local licensing authority issues a formal notice stating that the Affected Member is unfit to have an ownership or economic interest in a marijuana business; or

(c) The Affected Member fails to provide information to the Cannabis Regulatory Body which is requested by or required by the Cannabis Regulatory Body;

**Section 4.11** The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The Company and the Affected Member shall determine the fair market value of the Affected Member's Units by a mutually-agreed upon third party appraisal; (ii) If the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member's Units is determined, the Company shall deliver a note (the "**Payoff Note**") to the Affected Member for one hundred percent (100%) of the value determined by the appraisal or the average of the appraisals. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

## ARTICLE V
## CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

**Section 5.01 Initial Capital Contributions**. In connection with the execution of this Agreement, each Initial Member owning Preferred Units or Common Units has made the Capital Contribution giving rise to such Initial Member's initial Capital Account and is deemed to own, and the Company hereby issues, the number, type, series and class of Units, in each case, in the amounts set forth opposite such Initial Member's name on the Members Schedule as in effect on the date hereof.

**Section 5.02 Additional Capital Contributions**.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member

shall only be made with the consent of the Board and in connection with an issuance of Units made in compliance with this Agreement.

**Section 5.03 Maintenance of Capital Accounts**. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books.

**Section 5.04 No Withdrawal**. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

## ARTICLE VI
## DISTRIBUTIONS

**Section 6.01 General**.

(a) The Board shall determine the available distributable profits of the Company, taking into account the reasonable financial requirements of the Company for the following twelve (12) months, and based on such determination shall make Distributions. If in making such determination the Board determines to hold in reserve more than Two Million Dollars ($2,000,000.00), the Board must obtain the consent of the Members holding at least eighty-five percent (85%) Voting Units of the Company, unless such reserve would be required by law.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

**Section 6.02 Priority of Distributions**. After making all Distributions required for a given Fiscal Year and subject to the priority of Distributions pursuant to Section 10.02(c), if applicable, all Distributions determined to be made by the Board shall be made to the Members holding Common Units and Preferred Units pro rata in proportion to their aggregate holdings of Common Units, and Preferred Units as one class of Units.

**Section 6.03 Tax Advances**.

(a) Subject to any restrictions in any of the Company's and/or any Company Subsidiary's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's and/or the Company Subsidiaries' obligations, at least seven (7) days before each date prescribed by the Code for a calendar-year individual to pay quarterly installments of estimated tax, the Company shall Distribute cash to each Member in proportion to and to the extent of such

Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "**Tax Advance**").

(b) Any Distributions made pursuant to this Section shall be treated for purposes of this Agreement as advances on Distributions pursuant and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member.

(c) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member.

## ARTICLE VII
## MANAGEMENT

**Section 7.01 Establishment of the Board**. A board of managers of the Company (the "**Board**") is hereby established and shall be comprised of natural Persons (each such Person, a "**Manager**") who shall be appointed in accordance with the provisions of Section 7.09. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

**Section 7.02 Board Composition; Vacancies**.

(a) The Company and the Members shall take such actions as may be required to ensure that the number of managers constituting the Board is at all times three (3). The Board shall be comprised as follows:

(i) _INSERT NAMES HERE Jean-Baptiste,Vanessa Maloney,Micheal Bouquet,Mark (the "**Managers**"), provided, however, that in the event that a vacancy is created among the Managers due to the death, Disability, or retirement of a Manager, then such vacancy shall be filled by a majority vote of the remaining Managers.

(b) The Board shall maintain a schedule of all Managers with their respective mailing addresses, and shall update the schedule upon the replacement of any Manager in accordance with this Section.

**Section 7.03 Resignation**. A Manager may resign at any time from the Board by delivering his written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

**Section 7.04 Meetings**.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least forty-eight (48) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of any Manager upon at least five days' written notice (if the meeting is to be held in person) or one day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

**Section 7.05 Quorum; Manner of Acting**.

(a) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

**Section 7.06 Action by Written Consent**. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either (a) a written consent of a majority of the Managers on the Board (or committee)

shall approve such action; provided, that prior written notice of such action is provided to all Managers at least one day before such action is taken, or (b) a written consent constituting all of the Managers on the Board (or committee) shall approve such action.

**Section 7.07 Compensation; No Employment**.

(a) Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

**Section 7.08 Committees**.

(a) Establishment. The Board may, by resolution, designate from among the Managers one or more committees, each of which shall be comprised of one or more Managers; provided, that in no event may the Board designate any committee with all of the authority of the Board. Subject to the immediately preceding proviso, any such committee, to the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Board. The Board may dissolve any committee or remove any member of a committee at any time.

(b) Limitation of Authority. No committee of the Board shall have the authority of the Board in reference to:

(i) authorizing or making Distributions to the Members;

(ii) authorizing the issuance of Shares (or a times referred to Membership Units);

(iii) approving a plan of merger or sale of the Company;

(iv) recommending to the Members a voluntary dissolution of the Company or a revocation thereof;

(v) filling vacancies in the Board; or

(vi) altering or repealing any resolution of the Board that by its terms provides that it shall not be so amendable or repealable.

**Section 7.09 Officers**. The Board may appoint individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and

the Board may delegate to such Officers such power and authority as the Board deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board (acting by majority vote of all Managers other than the Officer being considered for removal, if applicable) with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board.

**Section 7.10 No Personal Liability**. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

**Section 7.11 Protective Provisions.**

(a) Majority Member Approval. Notwithstanding the foregoing, the following actions may not be taken by the Company without the consent of Members holding a majority of the outstanding Units:

(i) Issuance of New Securities, provided that the consent of a Member shall not be required for the issuance of New Securities if such Member received its Units in connection with the transaction, series of transactions, or financing round in which such New Securities are to be issued;

(ii) admission of new Members, provided that the consent of a Member shall not be required for the admission of a new Members if such Member received its Units in connection with the transaction, series of transactions, or financing round in which such new Members are to be admitted;

(iii) formation, acquisition, or disposal of a subsidiary of the Company;

(iv) approval of any expenditure totaling more than Two Hundred and Fifty Thousand Dollars ($250,000.00).

(b) Super Majority Member Approval. Notwithstanding the foregoing, the following actions may not be taken by the Company without the consent of the Members holding holding eighty-five percent (85%) of the outstanding Units:

(i) Sale or other liquidation of the Company or substantially all of its assets;

(ii) borrow money excess of One Million Dollars ($1,000,000.00) in one transaction; or Two Million Dollars ($2,000,000.00) in aggregate debt liabilities.

(iii) Entering into an agreement for compensation with any Officer, employee, or contractor for more than Two Hundred and Fifty Thousand Dollars ($250,000.00) annually.

## ARTICLE VIII
## TRANSFER

**Section 8.01 General Restrictions on Transfer**.

(a) Each Member acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any Units or Unit Equivalents except as permitted otherwise in thie Agreement.

(b) Notwithstanding any other provision of this Agreement, each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents, and the Company agrees that it shall not issue any Units or Unit Equivalents:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units or Unit Equivalents, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company or any of the Company Subsidiaries to be required to register as an investment company under the Investment Company Act of 1940, as amended;

(vii) if such Transfer or issuance would cause the assets of the Company or any of the Company Subsidiaries to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its

accompanying regulations or result in any "prohibited transaction" thereunder involving the Company or any Company Subsidiary; or

(viii) if such Transfer would jeopardize or otherwise adversely affect the Company's ability to hold any license, registration, certification, or permit held or sought by the Company or if such Transfer would otherwise jeopardize or adversely affect the Company's ability to engage in its business.

In any event, the Board may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(c) Any Transfer or attempted Transfer of any Units or Unit Equivalents in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Units or Unit Equivalents for all purposes of this Agreement.

**Section 8.02 Permitted Transfers**.

(a) With respect to any company that is the holder of Preferred Units or Common Units, to (i) any Affiliate of the holder of such Units, and (ii) in the event of a winding up of such company, any of its limited partners in accordance with its constitutive documents; and

(b) With respect to any Member, to (i) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member, (ii) a charitable remainder trust, the income from which will be paid to such Member during his life, (iii) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Member and/or immediate family members of such Member, or (iv) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries; provided, that any Member who Transfers Units shall remain bound by the provisions of this Agreement.

**Section 8.03 Drag-along Rights**.

(a) Participation. If one or more Members (together with their respective Permitted Transferees) holding no less than a majority of all the Common Units (such Member or Members, the "**Dragging Member**"), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a "**Drag-along Sale**"), the Dragging Member shall have the right, after delivering the Drag-along to require that each other Member (each, a "**Drag-along Member**") participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag-along Sale) in the manner set forth in this Agreement.

(b) Sale of Units.

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Common Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units and/or Unit Equivalents of such class or series (with Common Units and Incentive Units treated as one class for this purpose) equal to the product obtained by multiplying (a) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member (with Common Units and Incentive Units treated as one class) by (b) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale (with Common Units and Incentive Units treated as one class) and (y) the denominator of which is equal to the number of applicable Units on a Fully Diluted Basis held by the Dragging Member at such time (with Common Units and Incentive Units treated as one class); and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement, each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction.

## ARTICLE IX
## CONFIDENTIALITY

**Section 9.01 Confidentiality**.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly,

disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained herein shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member.

(c) The restrictions of this Section shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; provided, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

## ARTICLE X
## DISSOLUTION AND LIQUIDATION

**Section 10.01 Events of Dissolution**. The Company shall be dissolved and is affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Board and consent of Members holding eighty-five percent (85%) of the outstanding Voting Units of the Company to dissolve the Company:

(i) An election to dissolve the Company made by holders of a majority of the Common Units;

(ii) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(iii) The entry of a decree of judicial dissolution.

**Section 10.02 Liquidation**. If the Company is dissolved the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. The Board, or, if the Board is unable to do so, a Person selected by the holders of a majority of the Common Units, shall act as liquidator to wind up the Company (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Board in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made in accordance with this Agreement.

## ARTICLE XI
## EXCULPATION AND INDEMNIFICATION

**Section 11.01 Exculpation of Covered Persons**.

(a) Covered Persons. As used herein, the term "**Covered Person**" shall mean (i) each Member, (ii) each officer, director, shareholder, partner, member, controlling Affiliate, employee, agent or representative of each Member, and each of their controlling Affiliates, and (iii) each Manager, Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action

taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. 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 (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

**Section 11.02 Liabilities and Duties of Covered Persons**.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this 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 Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

**Section 11.03 Indemnification**.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted or replaced the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or

liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, member, manager, director, officer, employee or agent of any Person including the Company or any Company Subsidiary;

*provided*, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified.

(c) Savings Clause. If this Section or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person to the fullest extent permitted by any applicable portion of Section that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(d) Survival. The provisions of this ARTICLE XI shall survive the dissolution, liquidation, winding up and termination of the Company.

## ARTICLE XII
## MISCELLANEOUS

**Section 12.01 Expenses**. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 12.02 Further Assurances**. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**Section 12.03 Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.03):

If to the Company:
Legal Greens Boston, LLC
71 Legion Parkway
Brockton, MA 02301

If to a Member, to such Member's respective mailing address as set forth on the Members Schedule.

**Section 12.04 Headings**. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

**Section 12.05 Severability**. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 12.06 Entire Agreement**.

(a) This Agreement, together with the Certificate of Formation, any Award Agreement, any Subscription Agreement, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including the Original Agreement.

**Section 12.07 Successors and Assigns**. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Section 12.08 No Third-party Beneficiaries**. Except as provided in ARTICLE XI which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.09 Amendment**. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding eighty-five percent (85%) of the Units. Any such written amendment or modification will be binding upon the Company and each Member; provided, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (a) such Member relative to the rights of other Members in respect of Units of the same class or series or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

**Section 12.10 Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving

**Section 12.11 Governing Law**. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

**Section 12.12 Arbitration; Venue & Jurisdiction**.

(a) Any dispute and any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration upon the written request of one party

after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. The arbitration shall be confidential, and the arbitration provider shall be JAMS, whose rules shall govern the arbitration.

**Section 12.13 WAIVER OF JURY TRIAL**. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.14 Attorneys' Fees**. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 12.15 Remedies Cumulative**. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**Section 12.16 Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:
Legal Greens, LLC

By: _____

Name: Vanessa Jean-Baptiste

Title: CEO

The Members:

By: _____

Name: Mark Bouquet

Title: COO

By: _____

Name: Michael Marlow

Title: CFO



Signature Page to Limited Liability Company Agreement

**SCHEDULE A**
**MEMBERS SCHEDULE**

| **Member Name and Address** | **Common Units** | **Preferred Units** | **Incentive Units** | **Capital Contributions** |
|---|---|---|---|---|
| Vanessa Jean-Baptiste<br>15 Battles Street<br>Brockton MA 02301 | 51,000 | 51,000 | 51,000 | |
| Mark Bouquet<br>131 Neponset Vlly Pkwy Boston, MA 02136 | 40,000 | 40,000 | 40,000 | |
| Micheal Maloney<br>71 Legion Pkwy Suite 25 Brockton, MA 02301 | 9,000 | 9,000 | 9,000 | |
| **Total:** | **100,000** | **100,000** | **100,000** | |

# DeSanctis Insurance Agency, Inc.

Phone: (781) 935-8480
Fax: (781) 933-5645

100 Unicorn Park Drive
Woburn, Massachusetts 01801


October 16, 2019

RE: Legal Greens – Insurance Plan for all cannabis operations

To Whom it May Concern:

1. Please be advised that DeSanctis Insurance Agency in coordination with Legal Greens has developed a plan to obtain and bind liability insurance for all cannabis operations of Legal Greens. This plan consists of applying for and obtaining liability insurance which includes general liability and product liability insurance with AM Best rated insurance companies. The liability coverage applied for will be no less than $1 million per occurrence and $2 million in aggregate annually. The deductible for each policy can be no higher than $5,000 per occurrence.

This plan is implemented through information gathering, application processing, meetings with Legal Greens personnel and formal submissions to licensed insurance carriers to obtain the coverages and limits needed to meet 935 CMR 500.101(1) and (2); 935 CMR 500.105(10).

In addition to general liability and product liability, the insurance plan also consists of obtaining workers compensation insurance which is required by the State of Massachusetts. The plan has the workers compensation policy limits set at $1,000,000 each accident / $1,000,000 disease each employee / $1,000,000 disease policy limit. These limits exceed the minimum statutory requirement set for workers compensation.

As of the date of this letter, the plan is active and is designed to have all policies bound to be in compliance with licensing and in place prior to the opening of business.
Thank you.

Sincerely,

Paul A. Patalano
Vice President / Account Executive

# Legal Greens Cannabis Delivery & Courier Business Plan

## Executive Summary

Legal Greens is expanding into cannabis delivery and courier services to meet growing consumer demand across Greater Boston and Brockton. Utilizing two complementary licenses—a **Delivery Operator License** (with warehouse privileges in Codman Square) and a **Courier License** (serving Brockton using in-store inventory)—Legal Greens aims to offer fast, compliant, community-rooted delivery of recreational cannabis. With two branded delivery vans to start, this venture will strengthen Legal Greens' reach, profitability, and service to urban and underserved communities.

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## Business Objectives

- Launch delivery operations from Codman Square in Boston by Q1 2026
- Activate courier services from the Brockton retail store for local delivery
- Maintain 100% CCC compliance and employ individuals from disproportionately impacted areas
- Achieve profitability within 12 months
- Deliver 40+ orders/day across both zones by Year 2

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## Licensing & Compliance

- **Delivery Operator License (Boston)**
  - Location: Codman Square
  - Functions: Fulfillment warehouse, inventory storage, and direct-to-consumer cannabis delivery
- **Courier License (Brockton)**
  - Inventory Source: Legal Greens' Brockton retail store
  - Delivery Radius: Within Brockton and permitted surrounding areas
- **Compliance Strategy**
  - Adherence to all CCC regulations
  - Vehicle tracking, secure cannabis handling, and age verification systems
  - Employee training on ID checks, secure transport, and METRC/Dutchie system

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## Market Analysis

- **Target Demographics**

    - Adults 21+, including professionals, medical patients using recreational access, and urban residents
    - High demand in Dorchester, Mattapan, Roxbury, Brockton, and greater South Shore
- **Competitive Edge**
    - Established retail brand with a loyal following
    - Local ownership and community trust
    - Fast delivery times and localized marketing

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## Operations Plan

- **Codman Square Delivery Hub**
    - Fulfillment warehouse: secure storage, order staging, van dispatch
    - Inventory sourced from wholesale vendors and Rapper Weed cultivation partners
- **Brockton Retail Courier**
    - Product inventory pulled directly from Brockton store
    - Orders fulfilled by staff using dedicated courier vehicles
- **Fleet**
    - Two cannabis-compliant delivery vans with GPS and lockable storage
    - Branded with Legal Greens logo for awareness and trust

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## Staffing Plan

- **Codman Square (Delivery Operator License)**
    - 3 Managers
    - 2 Dispatch
    - 4 Delivery Drivers
    - 3 Inventory Technician
- **Brockton (Courier License)**
    - 2 Dual-role Budtender/Drivers
    - Delivery schedule coordinated by store manager
- Hiring priority for individuals from disproportionately impacted areas and those eligible for expungement

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## Technology & Systems

- POS & Inventory: Dutchie + METRC integration
- Delivery logistics: Onfleet or comparable software
- Customer engagement: SMS order updates, loyalty app integration
- Fleet GPS tracking and compliance audit software

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## Marketing & Outreach

- Local campaigns in Dorchester, Mattapan, and Brockton
- Collaborations with local artists and Rapper Weed promotions
- Monthly deals, holiday bundles (e.g., 4/20, Oil Day, Expungement Week), and street team activations
- Community outreach to raise awareness and reduce stigma

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## Financial Plan

- **Startup Costs**
  - Vans (2): $50,000
  - Warehouse Setup:$50,000
  - Licensing & Compliance: $25,000
  - Tech & Marketing: $15,000
  - Staff Training & Payroll (3 months): $30,000
  - **Total Estimate**: $170,000
- **Revenue Projections**
  - Avg order value: $75
  - Daily orders (Year 1): 30–40/day
  - Monthly Gross Revenue: $67,500 – $90,000
  - Break-even forecast: 10–12 months

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## Risk Management

- Mitigation of delivery delays through GPS rerouting and driver training
- Ongoing legal reviews for regulatory changes
- Robust insurance for fleet, warehouse, and liability
- Community liaison to address concerns

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## Conclusion

Legal Greens' expansion into cannabis delivery will leverage its brand reputation, community roots, and operational expertise. The dual-license model—one based in Codman Square and one in Brockton—creates a scalable, efficient system to meet rising demand. This plan prioritizes compliance, community hiring, and sustainable growth.

# Legal Greens Boston, LLC – Energy Compliance Plan

Legal Greens Boston, LLC (the "Company" or "us" "we" or "our") has prepared Energy Compliance Plan in in compliance with 935 CMR 500.000 (the "Regulation"). This document provides a summary of the Company's Energy Compliance Plan.

The Company is committed to being compliant with all regulations outlined in the Regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CCC" or the "Commission") or any other regulatory agency having jurisdiction and authority over the Company's operations.

This Plan may be amended or modified once the design and building out of the Company's facility located at 571B Washinton Street Bostin, MA 02124 (the "Facility"& "Vehicles" ) is complete or in response to changes in the Regulations or specific requests from the Commission or other agency.

Any terms not defined in this Plan shall have the meanings given them the Regulations.

## SUMMARY

The Company's Energy Compliance Plan is prepared pursuant to 935 CMR 500.101(1)(c)10. and 500.105(15), as well as the Guidance on Basic Energy Efficiency Practices & Reporting for Marijuana Establishments.

The Company has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. The Company's facility is being fully designed with features including optimized insulation, state of the art LED lighting, programmable thermostats with remote monitoring, and high efficiency heating units. Through the design and construction process, the Company will seek to meet and exceed all state energy efficiency requirements for construction.

The Company has considered opportunities for renewable energy generation. We are dedicated to adopting and maintaining sustainability and emissions reductions. The Company is pursuing g strategies to reduce electric demand, including through:

- lighting schedules, active load management and energy storage programs
- utilization of an open concept with windows allowing natural lighting during daytime
- Energy efficient vehicles and using motion sensors on lighting in less utilized areas as well as day/night sensors on exterior lighting.

Legal Greens plans on engaging with the energy efficiency program offered by the local utility provider as well as programs offered pursuant to M.G.L. c. 25, S. 21.

In addition, the Company will adopt and/satisfy the following:

- The Company will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR500.103(2).

- The Company will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b)of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

- The building envelope for the Company's facility located at 571B Washington Street Boston, MA 02124 will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

- The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.

- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).The Company will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).

- The Company understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

- The Company's energy efficiency of vehicles or "fuel economy," will expressed in the number of miles that can be travelled per gallon of gasoline. The fuel economy of a vehicle can be improved in several ways, such as reducing the vehicle's weight or improving engine design to use less fuel.

# Qualifications and Employee Training

## Job Descriptions

### President

**Duties:** The President is to create and implement policies and procedures for the company and develops the vision and future success for the lifetime of the company. The President oversees the operation and strategically manages the company's' financials and overall production.

**Accountabilities:** The President is accountable for the overall performance and endurance of the company. This position ensures that resources are used efficiently, finances are being monitored on regular basis, and is responsible for signing all documents for the company. The president is responsible for hiring and terminating staff members, oversees public relations, promotes development and maintains a high-performance staff. The President is accountable for the company's' bottom line and all the fiscal responsibilities.

**Affiliation:** The President is the highest of the Executive Management Staff and is at the top of the staff members organizational structure. The Vice President directly reports to the President.

### Vice President

**Duties:** The Vice President the second in command and is responsible for executing the plans given by the president. The VP ensures that the company will meet and exceed goals set by the President for the company's success. The VP is to have a set plan on having all team remembers executing duties for company while staying in compliance with company rules and regulations.

**Accountabilities:** The VP will be held accountable for making sure communications between President and the rest of the staff are transparent. All concerns from either party are managed by the VP to ensure sure that it's handled in a timely manner the VP will be the interface between the President and other executive staff.

**Affiliation:** The VP is a staff member of the Executive Management Team and is second in command of the organizational structure and reports to the President, the Executive Director directly reports to the VP.

### Executive Director

**Duties:** The Executive Director position ensures all departments perform as expected. This position will oversee every position down the organizational structure and works closely with all department heads to ensure the company is moving in an upward direction. The ED works with direction from the VP and helps to build all policies and procedures.

**Accountabilities:** The ED is held accountable for all day-to-day operations throughout the company, is also responsible for analyzing financials, helping build a more developed and focused workforce. The ED will also be the interface between the company vendors and customers. The ED will be held accountable for looking and

finding issues throughout the organization and assigning employees to fix the issues found. The ED will control the day-to-day functions within the company.

**Affiliation:** The ED is a staff member of the Executive Management Team. The ED has responsibility over all the department heads, The ED will work with all the department leaders to ensure constant compliance with all operating procedures, examine areas of improvement and implement plans for success. The Controller, Bookkeeper, Marketing Director, Team leader, Public Relations, and Security Officers report to the Executive Director.

## Controller

**Duties:** The Comptroller provides a layer of checks and balances to the bookkeeper, all weights, cash, and products are accounted for, and that all reports are accurate, on time and within regulations.

The comptroller will serve as a company human resource agent, handling all company benefits. They will randomly spot-check all parts of the company to ensure there is no collusion and to ensure all safeguards and reporting mechanisms are functioning properly as intended.

**Accountabilities:** The Comptroller is responsible for checking all inventory, cash deposits, receipts, reports, accounts, payable and receivable. Ensuring an effective, efficient, solid audit trail; is available for compliance officials or any other professionals engaged, contracting or any way other affiliated with the company. They will monitor changes in the company benefits, making sure that Legal Greens Boston, LLC is competitive in its benefits to the employees and beneficial to the company.

**Affiliation:** The Comptroller reports directly to the Executive Director and response to outside compliance, accounting and legal teams. To ensure transparency the Comptroller may bypass the Executive Director and report directly to the VP with any suspicious or uncorrected issues.

## Bookkeeper

**Duties:** The Bookkeeper oversees the company's financials and ensure bills are paid, reports are processed, cash are accounted for, and payroll is processed. The bookkeeper will monitor transactions and record them into the computer system.

**Accountabilities:** The Bookkeeper is responsible for verifying all cash, receipts and preparing monthly documents for all transactions, operations, and all financial statements as required or requested.

**Affiliation:** The Bookkeeper reports directly to the Executive Management Team.

## Marketing Director

**Duties:** Marketing will work on achieving the greatest market share possible by constantly striving to increase our awareness within the industry and target market. They will use traditional media as well as social media and other means to attracted to new customers, product and exposure as well as working to retain current customers.

**Accountabilities:** Marketing is responsible for creating/monitoring of social media accounts updating for the price changes as well as inventory, hours of operation, or other changes in the company that customers need to know. They will oversee the website and must ensure its up-to-date with new blog post and other timely information posted daily.

**Affiliation:** Marketing reports directly to the Executive Management Team and Vice President.

### Public Relations Specialist

**Duties:** The Public relations position will require the specialist to establish and maintain relationships with our organizations target audience, the media, and relevant trade media, and other opinion leaders.

**Accountabilities:** Public Relations Specialist will be held accountable for designing communications campaign, writing news releases, and other content for news, working with the press, writing speeches for the company leaders, and acting as an organization's spokesperson.

**Affiliation:** The Public Relations Specialist will report to the Executive Management Team and will work alongside Executive Directors.

### Team Leader

**Duties:** The Team Leader will have all the dispensaries and grow operation; management report to ensures everything runs smoothly. The Team Leaders directly work with facility managers on the daily operations of the dispensaries and grow facilities and reports directly to the executive director.

**Accountabilities:** The Team Leader is held accountable for the management of the dispensaries and grow operation facilities; they are to ensure that the staff complies and completes task given by the executive management team.

**Affiliation:** The Team Leader is a member of the Executive Management Team; they report to the Executive Directors and all facility managers' report to them.

### DISPATCHER

**Duties:** Dispatcher are the company's interface with the public. They offer advice, knowledge, and provide direction on strains, edibles products and or other inventory from the dispensary which will suit the customer's needs. They handle all the cash and POS transactions and ensure all sales are accounted for. When educational material is requested, they will guide the customers to the location and answer any and all questions they may have. They also work alongside store managers to verify cash and weights when receiving shipments.

**Accountabilities:** Dispatcher is responsible for ensuring all transactions are put through POS machines and accounted for. They also check manifest and delivery reports to ensure all product is accounted for.

**Affiliation:** Dispatcher is report directly to the Delivery Manager and works alongside Cashiers and Receptionist.

## Delivery Manager

**Duties:** The Delivery Manager oversees and ensures safe and accurate deliveries of marijuana from the cultivation facility. The Delivery Manager controls drivers manifest and shows proper product is recorded before it leaves and accounts for receipts from the delivery drivers return manifest. The Delivery Manager ensures vehicles are safe, always maintained and in a good working condition, that all GPS monitors are properly working as well as communication devices are checked daily. Delivery Manager will maintain constant GPS status on all drivers' locations. The DM will be trained to handle specific emergencies including holdups, driver car accident, product recalls etc. The Delivery Manager will also work with security to ensure a safe atmosphere for employees before during and after all deliveries arrive/leave the cultivation facility.

**Accountabilities:** The Delivery Manager will be held accountable for ensuring that the product is received from the cultivation facility, matches inventory orders, logs, inventory to be delivered into delivery manifest, adjust moved inventory in the inventory management system. DM will balance cash and product at the end of the day, and ensures drivers always provide safe and timely service while maintaining strict security measures and ensuring compliance. The Delivery Manager is also responsible for the safety, care, and well-being of all drivers.

**Affiliation:** The Delivery Manager has drivers as its employees, and directly reports to the Cultivation Manager.

## Drivers

**Duties:** Drivers are the company's delivery people. The Drivers transport marijuana from the cultivation facility to other dispensaries across the state. They operate in pairs, and vehicles equipped with GPS and two separate forms of communication. The vehicles will not be marked with any identifying markers making it obvious that it's a marijuana delivery vehicle. Drivers will ensure the correct product is delivered to the correct location in a timely manner.

**Accountabilities:** Drivers are responsible for following the manifest given to them when going to a delivery, the safekeeping of all inventory in locked safes with in the vehicle, for bagging cash as received and providing manifest of the cash collected. They are also responsible for reporting failed or unaccepted deliveries.

**Affiliation:** Drivers report directly to the Delivery Manager. Drivers will interface with the Assistant Cultivation Management, Cultivation Manager, MIP Manager when obtaining product for deliveries. They will occasionally interface with the Bookkeeper when dropping off cash, receipts, and daily manifest.

# EMPLOYEE TRAINING

Pursuant to 935 CMR 500.105 (2)(a), at a minimum, staff shall receive eight hours of on-going training annually. It is the policy at Legal Greens Boston, LLC that the better informed our employees are, the better they can answer questions and teach our clients the value of the products we carry. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. Legal Greens Boston, LLC will utilize the following items to standardize training:

1. New Hire Training
2. Formalized Staff Training
3. One on One Training
4. Self-Directed Training
5. Peer to Peer Training

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure.

Security and emergency response training is only part of the comprehensive training required for all employees. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols.

## QUALIFICATIONS FOR RETAIL

1. Over the age of 21
2. No disqualifying events in the individual's background check
3. 2+ years of retail experience
4. Work best in a fast paced environment
5. Ability to solve unexpected problems quickly and under pressure maintain a positive attitude at all times
6. Attention to detail
7. Able to stay organized and prioritize under pressure.
8. Strong software and company skills
9. High-energy, enthusiasm and the willingness to do whatever it takes to get the job done
10. A passion for cannabis

## NEW HIRE TRAINING

Legal Greens Boston, LLC shall implement a training program to ensure that all personnel present at the premises are provided information and training and complete the Responsible Vendor Program within 90 days of being hired. Responsible Vendor Program documentation must be retained for four (4) years complying with the *935 CMR 500.105(2)*

1. POS Usage,
2. METRC Training
3. Logging time and Attendance using Heartland
4. Cannabis Laws and Regulations
5. Inventory Control
6. Adult-Use Age Verification and Procedures for Client Reception and Registration
7. Procedures for Product Sales
8. Daily Task Management see Opening and Closing Procedures Checklist,
9. Waste Management
10. Facility Sanitation
11. Personal Safety, see Safety Training – Workplace Safety and Accident Prevention and Code of Safe Work Practices
12. Fire Safety
13. Security and Emergency Response

Ongoing education will be required as necessary under state and local laws and regulations, or in the case of an individual employee's request and is described in the next section.

## Formalized Staff Training

Classroom, traditional style training is the best way to ensure uniform instruction to the staff. However, this style of training is expensive, time-consuming and typically merits low retention when not supported by other training modalities. It is important to maximize this training by ensuring the training is informative and participant based. With any formalized training the instructors must understand the key goals of the training.

In short, when there are major changes in the way operations are handled, the General Manager will coordinate off-hours, classroom style training to ensure the information is cascaded correctly.

## One on One Training

A follow up to formal training is to work one on one with staff reviewing training. Regardless, if training is product or procedure, it is important to follow up and test the staff's knowledge. We want staff to be able to articulate knowledge in both words and through their actions. Several ways to follow up:

- Quiz staff: Ask staff a series of increasingly complicated questions. Do your best to ensure staff can be successful when being quizzed. Do not make this a gotcha moment. Remember is staff can't pass your quiz it is because you didn't do a good job training them.
- Role playing: This is a good; though often awkward training method. We want to see staff articulate information back to us, but understand we did not hire them to be actors. Do not focus on unnatural delivery that is so common with forced scenarios. Keep the focus on knowledge and their grasp of the information.
- Observation training: There are two ways for this to work; one where staff watches the instructor with a real client and one where the supervisor watches staff. In the first case, I strongly encourage staff to try to stand close and pay attention when I am working with clients. Few things can provide better training then close observation of an expert about their task. Supervisors also have to make sure to make close observation of staff as they perform their duties. Make notes, constructively correct, or give praise as needed. Staff will almost always perform better when watched.

## Peer to Peer Training

Peer-to-peer training is a great way for employees to learn information in a non-threatening way and this form of training is the ideal way for employees to learn from one another. Team building-through peer-to-peer training all team members are able to come together without the pressures of daily routines. The General Manager will be responsible for assigning Retail Agents for training on any area where an employee requires additional training.

## Training Areas

To ensure a high quality of service for customers, reduce the chance of diversion, and provide a clear system for daily operations, all Legal Greens Boston, LLC employees are trained on, and must demonstrate competence in Good Dispensing Practices policies and procedures, including but not limited to:

- Security policies
- Cannabis
- Sales and customer service
- Visitor policies and procedures
- Relevant local and State laws and regulations;
- Qualifying medical and adult use conditions; and
- The appropriate uses of medical and adult use cannabis to treat those conditions.

### *Ensuring Mastery of Content*

Coursework and testing on the above subject areas will be implemented via Moodle learning platform. Legal Greens' online training programs within the Moodle platform include, but are not limited to, the topics outlined below.

### *Moodle Training Courses*

- Product Types
- Cannabis Classifications
- Topicals and more
- Concentrates
- Edibles
- Terpenes
- Terpenes 101
- Terpenes 102
- Terpenes 103
- Cannabinoids
- Cannabinoids 101
- Cannabinoids 102
- Cannabinoids 103
- Strains
- Strains 101
- Strains 102
- Strains 103
- Strains 104
- Sales/Leadership Training
- Sales Training
- 420 Questions
- Concentrates
- Compliance
- Legal Greens Vendors
- Cannabis Science
- Sales Training
- Edibles
- Topical
- Flower/Strains
- General Customer Information
- Methods of Consumption
- Cannabis News

To demonstrate mastery of a topic, employees must score above 75% on each training course competency test. If an employee scores less than 75% on a test, they are assigned additional study materials and are required to retake the test. Employees with learning disabilities, or who simply do not thrive with an online training methodology, may work individually with the on-site Lead Trainer to learn the assigned curriculum.

The defined training schedule ensures that new hires efficiently gain the required knowledge base and meet the high professional standards necessary to work at Legal Greens Boston, LLC. Updates to the training platform such as new materials and major content alterations are sent out to store management and training teams via the company's internal social communication platform, which allows the Lead Trainer to verify that employees have read the updates.

## In-Person Training

One Assistant Manager at each Retail Store location is designated as the store's dedicated Lead Trainer. This individual is responsible for managing the training needs of the store's employees, ensuring that each team member is progressing appropriately through the assigned training program, and coordinating overall training development with the Legal Greens Lead Trainer.

Legal Greens Boston, LLC will have a quarterly "all-hands" meeting in which new and updated training materials are presented. All employees who have attended a continuing education course will be encouraged to give presentations on the course to their peers. External educators will be brought in at least twice annually to present at these meetings, and videos will be recorded and archived for later viewing by new employees.

| Procedure | Description |
|---|---|
| **Legal** | We will distribute a worksheet regarding the state of the law as well as include a section in our manual and SOP's addressing the law, compliance, and law enforcement interaction. |
| **Processing and Storage** | This will outline the procedures regarding how medicine will be received, handled, and stored safely. |
| **Accounting and Cash Procedures** | This will include training on the Point of Sale, how to manage cash, accounting, and banking procedures. |
| **Inventory Control Plan** | Will spell out how Legal Greens Boston, LLC will address inventory and includes protocols to ensure operational consistency and proper compliance with the state rules. |
| **Emergency Procedures** | Will provide the specific protocols in case of medical, police or other emergencies to ensure rapid response involving the appropriate personnel and/or outside authorities. |
| **Security** | Customer, worker, and neighborhood security are our highest priority. As discussed more fully in our Security Plan, we institute state-of-the-art security procedures to take advantage of the security industry's best practices and most up-to-date technology. This will ensure that our Provisioning Center facility operates at the highest level of legal compliance and security preparedness |

## Continuing Education

Legal Greens Boston, LLC considers the training described above to be the minimum acceptable baseline for a Retail Store employee. Legal Greens Boston, LLC also believes an individual's education should never stop, which is why the company aims to inspire an attitude of lifetime learning by providing ongoing educational opportunities. Legal Greens Boston, LLC encourages all employees to take college-level courses for credit that add value to their job duties and, if the employee presents passing grades, Legal Greens Boston, LLC will provide tuition reimbursement.

Having the most knowledgeable staff in the cannabis industry increases morale and instills a sense of ownership in employees. This sense of ownership reduces turnover and makes the workplaces a positive participant in the community. The company believes that prioritizing employee education will build a strong foundation for success for employees, guests, and the business.

## Safety Training – Workplace Safety and Accident Prevention

A Workplace Accident and Injury Reduction Program will be put in place to ensure the appropriate controls are in place to maintain internal safety. The President will have authority and responsibility for the overall implementation and execution of the program. All Managers and Shift leads will be accounting for maintaining safe working conditions using the policy described below.

## Code of Safe Work Practices

Below is the Code of Safe Work Practices that will be provided to all employees.

1. **Follow All Safety Rules -** All employees must work safely and follow all safety rules.
2. **Workplace Accident and Injury Reduction Program Available -** Legal Greens Boston, LLC will have a written Workplace Accident and Injury Reduction Program that describes in detail the policies and procedures which are used to provide a safe work place.
3. **Report Unsafe Conditions or Actions -** All employees must immediately report unsafe conditions or near misses to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. A near miss is an incident where someone could have been hurt but wasn't this time. It is important to correct unsafe conditions or procedures before someone is hurt.
4. **Report all Injuries -** Employees must report all injuries (no matter how minor) to their supervisor so that arrangements can be made for medical or first aid treatment. This includes illness or aches and pains that the employee thinks may be work related and that don't go away normally. Do not disturb or cleanup the scene of a serious accident (except to aid injured people or make the area safe) until an accident investigation has been completed.
5. **Don't Work When Impaired -** Employees shall not work when impaired by fatigue, illness, medication, or intoxicating substances such as alcohol. The use illegal drugs are strictly prohibited.
6. **Housekeeping -** Keep your work area tidy and free from unnecessary clutter and trip hazards. Clean up spills as soon as possible.
7. **No Horseplay -** Horseplay is forbidden.
8. **Threats and Violence are Prohibited -** Violence, threats of violence, and physical intimidation are prohibited. Employees who feel that a company employee or client is potentially violent must

immediately report their concerns to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. Employees who experience violence on the job, or are threatened or experience physical or verbal intimidation must report this to their supervisor immediately.

9. **Fire Extinguishers** - Do not use a fire extinguisher unless you have been trained to do so. Do not use a fire extinguisher to fight a fire unless you are very confident the extinguisher will safely put the fire out. Instead, report fires to your supervisor, and evacuate the building and summon the fire department if necessary.
10. **Eyesight is Precious -** Always wear your eye protection when required. There are many types of eye protection available, tell your supervisor if your eye protection distorts your vision or gives you headaches.
11. **Computer Ergonomics -** Employees should take time to set up their computer comfortably. The keyboard and monitor should be directly in front them so that they can work without twisting. The keyboard should be just below elbow height when sitting with their shoulders and arms relaxed at their sides. The top of the monitor screen should not be above eye level. If necessary, employees should raise their seats and use a footrest if their feet don't rest flat on the ground. Employees should request a split keyboard or alternative mouse if their existing equipment generates wrist or arm discomfort.
12. **Minimize monitor glare** - Employees should arrange their workspace so that there is not excessive glare on their monitor screen from lights or windows.
13. **Follow Security Procedures -** Employees must strictly follow all security procedures. Report any security lapses to your supervisor immediately.
14. **In the Event of a Robbery -** Remain calm.
15. **Inspect Power Cords** - Never use electrical equipment unless the power cord and grounding plug (if present) are in good condition. Never use equipment that shocks you, even the small shock from a minor short will get worse in time. Report all problems with electrical equipment to your supervisor.
16. **Additional Information -** Your supervisor will provide additional information regarding emergency evacuation procedures and any additional hazards or working procedures specific to your work area. Never start working on a task until you have been fully trained on the safety requirements and your supervisor has cleared you to begin.

# Maintaining of Financial Records

Legal Greens Boston, LLC will use both internal resources as well as outside professional services to maintain financial integrity, transparency, and compliance.

Legal Greens Boston, LLC retains accountability for establishing internal controls and secure, accurate financial information to appropriate outside services. It is expected that accurate records are maintained in the adult-use marijuana inventory system using METRC and Leaf Logix as a back-up system.

Additionally, lockable filing cabinets and control of hardware and software access to financial information.

Legal Greens Boston, LLC will use AdaptiveHR to process payroll. Using AdaptiveHR, Legal Green, LLC ensures accurate and timely payments to its employees. Employee payment records will be stored within AdaptiveHR. Legal Greens Boston, LLC will contracted a certified CPA, for general accounting services.

1. Daily Sales Reporting
    a. The Facility Manager is responsible for daily sales reporting
    b. Reconcile daily cash, checks and gift card amounts to the Register Reports to validate previous night's closing activities
    c. Print day's Revenue Report, Deposit Report, and Sales by Category Report from METRC and Leaf Logix
    d. Legal Greens Boston, LLC is prohibited from utilizing software or other methods to manipulate or alter sales data. We will also conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data *to comply with 935 CMR 500.140(6)* If LG, LLC determines that software or other methods have been installed/utilized to manipulate or alter sales data: it will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission to comply with *935 CMR 500.140*
    e. LG,LLC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6)*
    f. LG,LLC will adopt separate accounting practices at the point-of-sale for marijuana and non- marijuana sales. *935 CMR 500.140(6)*
    g. Daily Sales Template (Excel Spreadsheet)
        i. Enter sales by revenue categories from Metrc and Leaf Logix Revenue Report
        ii. Enter sales tax calculations from Metrc and Leaf Logix Revenue Report
        iii. Enter Cost of Goods Sold by revenue categories from Metrc and Leaf Logix Sales by Category Report
        iv. Enter Credit Card, Drawer Cash, and Gift Card transactions from the Deposit Report (report any over/under cash amounts)
        v. Save completed Daily Sales Template, by date, to Company Name shared drive, Daily Reports
    b. Utilizing the Daily Sales Report Spreadsheet, make daily journal entry into QuickBooks

c. Designated Team Lead or Manager fills out deposit slip noting the day's reporting date and makes daily bank deposit.

2. Maintaining Records
   a) All record will be available for the Commission to inspect at anytime
   b) Our CFO and our Accounting Manger have the responsibility over the maintenance of our financial records, including the records detailed in 935 CMR 500.105 (9) (e)
   c) Our CPA firm is responsible for tax filings, Legal Greens Boston, LLC maintains all materials prepared for tax filing, and all records of the filings themselves
   d) During the license renewal process, Legal Greens Boston, LLC will adhere to 935CMR 500.103(4)(d) and make available to the Commission a report detailing the financial benefits LG Boston, LLC provided to the municipal as the result of our host community agreement.
   e) Our sales record will be stored within our point of sale software system, a system that will be approved by the Commission. All sales record will be maintained per 935 CMR 500.140(6)
   f) Legal Greens, Boston LLC maintain its financials record in QuickBooks Online, a cloud based accounting agreement.
   g) LG, LLC will maintain records that it has performed the monthly analysis to comply with *935 CMR 500.140(6)*
   h) All financial / sales records are stored indefinitely
   i) Assets and liabilities;
   j) Monetary transactions;
   k) Books of accounts;
   l) Sales records; and

Salary and wages paid to each employee. *935 CMR 500.105(9)*

## RECORD KEEPING PROCEDURES

Pursuant to 935 CMR 500.105(9), Legal Greens Boston, LLC will maintain records in a manner that allows records to be produced for the Commission immediately upon request by the Commission either hard copy or an electronic form. Legal Greens Boston, LLC will keep records in our limited access managers' office, and will be maintained by our Director of Compliance to ensure all records are secured and maintains following records :

1. Written operating procedures as required by 935 CMR 500.105(1);
2. Inventory records as required by 935 CMR 500.105(8);
3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
4. The following personnel records:
    a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
5. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. Documentation of verification of references;
    c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. Documentation of periodic performance evaluations;
    f. A record of any disciplinary action taken; and
    g. Notice of completed responsible vendor and eight-hour related duty training.
6. Personal records will be kept in compliance with 935CMR 500.105 (9)(d). Every agent has their own "Employee Record" which will include
    a. Personnel policies and procedures; and
    b. All background check reports obtained in accordance with 935 CMR 500.030.

7. Business records, which shall include manual or computerized records of:
    a. Assets and liabilities;
    b. Monetary transactions;
    c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    d. Sales records including the quantity, form, and cost of marijuana products; and
8. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
9. Waste disposal records as required under 935 CMR 500.105(12);
10. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
11. All records are stored indefinitely beside video surveillance (stored 90 days unless there is an ongoing investigation). This includes marijuana testing reports received from Independent Testing Laboratories.
12. Legal Greens Boston, LLC will maintain a staffing plan that will demostarte accessible bussiness hours and safe retail conditions.

13. Our agents are assigned permission, based on job role, to access and modify certain parts of the inventory control system. All actions performed by these agents are recorded in the system. All of our inventory records will be stored in both our inventory control system and METRC.

## 1.1 INVENTORY RECORDS

Pursuant to 935 CMR 500.105(8)(d), recording the monthly and annual inventories will include, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Legal greens Boston, LLC will maintain records of damaged or recalled products sent back to licensed cultivation companies.

Orders.

All orders for deliveries made by Legal Greens Boston, LLC will comply with the following requirements:

a. All Marijuana and Marijuana Products delivered will be obtained from a licensed Marijuana Retailer and a Delivery Agreement with Legal Greens Boston, LLC.
b. Orders for home delivery will be received by a Marijuana Retailer and transmitted to Legal Greens Boston, LLC for delivery to a Residence.
c. Only Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered.
d. Legal Greens Boston, LLC will deliver Marijuana or Marijuana Products only to the Residence address provided and prohibited delivery to college or university dormitories; and federal public housing identified at https://resources.hud.gov/.
e. Legal Greens Boston, LLC will only deliver Marijuana or Marijuana Products for which a specific order has been received by a licensed Marijuana Retailer. Legal Greens, Boston LLC are prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(e).
f. Legal Greens Boston, LLC will be prohibited from delivery of more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order will not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Legal Greens Boston, LLC will only deliver one Individual Order, per Consumer, during each delivery.
g. Legal Greens Boston, LLC will not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.
h. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by Legal Greens Boston, LLC.
i. Any Marijuana or Marijuana Product that is undeliverable or is refused by the Consumer will be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made. Legal Greens Boston, LLC are

prohibited from maintaining custody of Marijuana or Marijuana Products intended for delivery overnight. It will be the responsibility of Legal Greens Boston, LLC to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by Legal Greens Boston, LLC.

Incident Reporting.

(A) Legal Greens Boston, LLC will notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident. Notification will occur, but not be limited to, during the following occasions:

1. discovery of inventory Discrepancies
2. diversion, theft or loss of any Marijuana Product
3. Any criminal action involving or occurring on or in Legal Greens Boston, LLC Premises or Licensee or agent;
4. any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person;
5. unauthorized destruction of Marijuana;
6. any loss or unauthorized alteration of records related to Marijuana;
7. an alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment;
8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
9. any other breach of security.

(B) Legal Greens Boston, LLC will, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified.

(C) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Legal Greens Boston, LLC for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

Security Audits.

Legal Greens Boston, LLC must, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, the Legal Greens Boston, LLC must also submit a plan to mitigate those concerns within ten business days of submitting the audit.

Manifests.

a. Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to Legal Greens Boston, LLC.
b. A manifest will be completed in duplicate, with the original manifest remaining with the originating Marijuana Retailer, and a copy to be kept with Legal Greens Boston, LLC during the delivery. The manifest will be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of Legal Greenx Boston, LLC
c. A signed manifest will serve as the written record of the completion of the delivery.
d. The manifest must, at a minimum, include:
    1. The originating Marijuana Retailer name, address, and License number;
    2. The name and License number of Legal Greens Boston, LLC performing the home delivery;
    3. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
    4. The Consumer's name and address;
    5. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;
    6. Signature lines for the agents who transported the Marijuana or Marijuana Products;
    7. A signature line for Consumer who receives the Marijuana or Marijuana Products; and
    8. Legal Greens Boston, LLC's vehicle make, model, and license plate number.

e. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
f. Legal Greens Boston, LLC will retain all transportation manifests for no less than one year and make them available to the Commission on request.

A global positioning system (GPS) monitoring device that is

    1. Not a mobile device and that is attached to the vehicle at all times that the vehicle contains Marijuana or Marijuana Products; and
    2. Monitored by Legal Greens Boston, LLC at a fixed location during the transportation of Marijuana or Marijuana Products for the purpose of home delivery with location checks occurring at least every 30 minutes. Legal Greens Boston, LLC may delegate monitoring of the GPS to the Third-party Technology Platform Provider with which Legal Greens Boston, LLC has a contract, provided that the responsible for ensuring that monitoring occurs as required under 935 CMR 500.000.

g. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which will remain operational at all times during the entire transportation process and which will have:
    1. the ability to produce a clear color still photo whether live or recorded; and
    2. A date and time stamp embedded in all recordings which will be synchronized and set correctly at all times and will not significantly obscure the picture.
h. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
i. Video of deliveries will be retained for a minimum of 30 days, or, with notice to Legal Greens Boston, LLC, for the duration of an investigation by the Commission or by law

enforcement, whichever is longer. To obtain video from a Licensee as part of an investigation, Commission staff will consult with the Executive Director and to the extent possible, view the video at the place of storage.

j. Legal Greens Boston, LLC will not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third- party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.
    1. Legal Greens Boston, LLC will make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
    2. Nothing in 935 CMR 500.110(8)6. will prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.

k. Unless retained for investigate purpose, the Licensee will erase or otherwise destroy videos after the 30-day retention period.

l. Legal Greens Boston, LLC may use a Third-party Technology Platform Provider to facilitate the ordering of Marijuana or Marijuana Products by Consumers.
    1. All agreements between Legal Greens Boston, LLC and a Third-party Technology Platform Provider will be available for inspection as part of the requirements for licensure in 935 CMR 500.101 and will be subject to the control limitations under 935 CMR 500.050(1)(a).
    2. The Commission will be notified in writing within five days of any substantial modification to an agreement between Legal Greens, Boston LLC and a Third-party Technology Platform Provider.
    3. Any Third-party Technology Platform will comply with privacy and consumer protection standards established by the Commission.
    4. The Commission will be notified in writing of an ongoing basis of any new or additional or assigned agreements between Legal Greens Boston, LLC and a Third-party Technology Platform Provider within five days.

m. The maximum retail value of marijuana or marijuana products allowed in Legal Greens Boston, LLC ‘s vehicle at any one time will be $10,000.

n. All Marijuana and Marijuana Product deliveries will be tracked using the Seed-to-sale SOR as designated by the Commission

o. Deliveries of Marijuana or Marijuana Products by Legal Greens Boston, LLC will be geographically limited to:
    1. The municipality identified as the Marijuana Establishment License's place of business;
    2. Any municipality which allows for retail within its borders whether or not one is operational; or
    3. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.

p. Every effort will be made to minimize the amount of cash carried in Legal Green’s vehicle at any one time. Marijuana Retailers utilizing Legal Greens Boston, LLC for Consumer transactions will use best efforts to implement platforms for the electronic payment of funds.

Where cash is carried by Legal Greens Boston, LLC, cash will be stored in a locked compartment.

q. Legal Greens Boston, LLC will comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.
r. Legal Greens Boston, LLC will make every effort to randomize its delivery routes.

### 1.2 MANDATED MONTHLY INVENTORIES

Pursuant to 935 CMR 500.105(8)(c)(2), on a monthly basis, the Comptroller will conduct and document an audit of the inventory that is accounted for according to generally accepted accounting principles. Any unexplained shrinkage will be documented and trigger a review of electronic security and surveillance data. When Legal Greens Boston, LLC determines where the shrinkage occurred, appropriate corrective measures will be implemented. Law enforcement authorities will be notified immediately if the Comptroller ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

### 1.3 COMPREHENSIVE ANNUAL INVENTORY

Pursuant to 935 CMR 500.105(8)(c)(3), on an annual basis, the Comptroller will conduct and document an audit of the inventory that is accounted for according to generally accepted accounting principles. Any unexplained shrinkage will be documented and trigger a review of electronic security and surveillance data. When Legal Greens Boston, LLC determines where the shrinkage occurred, appropriate corrective measures will be implemented. Law enforcement authorities will be notified immediately if the Comptroller Agent ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

## 2 CORI RECORDS

CORI backgrounds check records are maintained in the following manner:

1. These are highly sensitive and are maintained separately from the rest of the personal files. They are maintained in a separate, locked filling cabinet drawer.
2. Access to these files is limited to agents whom have been approved to access CORI
3. We will not store these records electronically (all CORI results will be saved electronically on Creative Services Inc's secure server)
4. We shall not retain CORI record for longer than seven years from the date of employment or volunteer service
5. If we dispose of CORI records, Legal Greens Boston, LLC will dispose of them by shredding the records.

# Policies and Procedures

Security Requirements for Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement Operations

(A) Legal Greens Boston, LLC will implement adequate security measures to ensure that each vehicle used for transportation of Marijuana and Marijuana Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana. Security measures will, at a minimum, include for each operational delivery vehicle:

1. A vehicle security system that includes an exterior alarm;
2. A secure, locked storage compartment in each vehicle and not easily removable for the purpose of transporting the Marijuana or Marijuana Products;
3. A secure, locked storage compartment in each vehicle and not easily removable for the purpose of transporting and securing cash used as payment for deliveries of Marijuana or Marijuana Products;
4. A means of secure communication between each vehicle and the Marijuana Establishment's dispatching location which will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
    a. two-way digital or analog radio (UHF or VHF);
    b. cellular phone; or
    c. satellite phone.
5. A global positioning system (GPS) monitoring device that is
    a. Not a mobile device and that is attached to the vehicle a all times that the vehicle contains Marijuana or Marijuana Products; and
    b. Monitored by Legal Greens Boston, LLC at a fixed location during the transportation of Marijuana or Marijuana Products for the purpose of home delivery with location checks occurring at least every 30 minutes. Legal Greens Boston, LLC will delegate monitoring of the GPS to the Third-party Technology Platform Provider with which Legal Greens Boston, LLC has a contract, provided that Legal Greens Boston, LLC will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000.
6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which will remain operational at all times during the entire transportation process and which will have:
    a. the ability to produce a clear color still photo whether live or recorded; and
    b. A date and time stamp embedded in all recordings which will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

(B) Delivery- only licensee or a Marijuana Establishment with a Delivery Endorsement
Agents engaged in the delivery of Marijuana or Marijuana Products to a Consumer will have on

their person an operational body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle for the purpose of transacting a delivery

1. The body camera will record all deliveries.
2. Consumers will be notified of the use of body cameras to record delivery transactions at the time of order, on the proof of order and by the Marijuana Establishment agent on arrival at the Residence.
3. In addition to providing notice, body cameras will be displayed conspicuously on the Marijuana Establishment Agent's person.
4. Legal Greens Boston, LLC will maintain video from body cameras confidentially and protected from disclosure to the full extent allowed by law. The Licensee will implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: *Standards for the Protection of Personal Information of Residents of the Commonwealth*, and the Fair Information Practices Act, M.G.L. c. 66A.
5. Video of deliveries will be retained for a minimum of 30 days, or, with notice to Legal Greens Boston, LLC, for the duration of an investigation by the Commission or by law enforcement, whichever is longer. To obtain video from a Licensee as part of an investigation, Commission staff will consult with the Executive Director and to the extent possible, view the video at the place of storage.
6. Legal Greens Boston, LLC will not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third- party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.
    a. Legal Greens Boston, LLC will make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
    b. Nothing in 935 CMR 500.110(8)6 will prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.
7. Unless retained for investigate purpose, the Licensee will erase or otherwise destroy videos after the 30-day retention period.

(C) When Legal Greens Boston, LLC is transporting Marijuana and Marijuana Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent will remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.
(D) All Marijuana Establishment Agents acting as delivery employees of a Legal Greens Boston, LLC will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but will not be limited to, training on:

1. Safely conducting deliveries; Safe cash handling practices;
2. Unless retained for investigative purposes, the Licensee will erase or otherwise
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

(E) A marijuana establishment agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which the establishment is licensed within 24 hours of the discovery of such a discrepancy.
(F) Legal Greens Boston, LLC will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.
(G) The following individuals will have access to Legal Greens Boston, LLC operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

(H) 935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
(I) All vehicles used by Legal Greens Boston, LLC for home delivery are subject to inspection and approval by the Commission prior being put into use. It will be Legal Greens Boston, LLC responsibility to make the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.
(J) Firearms are strictly prohibited from Legal Greens Boston, LLC's vehicles and from Marijuana Establishment Agents performing home deliveries.

<u>Incident Reporting.</u>
(A) A Marijuana Establishment will notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident. Notification will occur, but not be limited to, during the following occasions:

1. discovery of inventory Discrepancies
2. diversion, theft or loss of any Marijuana Product
3. Any criminal action involving or occurring on or in the Marijuana Establishment Premises or Licensee or agent;

4. any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person;
5. unauthorized destruction of Marijuana;
6. any loss or unauthorized alteration of records related to Marijuana;
7. an alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment;
8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
9. any other breach of security.

(B) Legal Greens Boston, LLCwill, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified.

(C) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Legal Greens Boston, LLC for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

Security Audits.

A Marijuana Establishment must, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, the Marijuana Establishment must also submit a plan to mitigate those concerns within ten business days of submitting the audit

Operational Requirements for Delivery of Marijuana and Marijuana Products to Consumers

General Requirements.

a. A personnel record for each Marijuana Establishment Agent. Such records will be maintained for at least 12 months after termination and will include, at a minimum, the following:
    a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);

b. Documentation of verification of references;
c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; *935 CMR 500.105(9)*

b. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; *935 CMR 500.105(9)*
c. Documentation of periodic performance evaluations; and a record of any disciplinary action taken; *935 CMR 500.105(9)*
d. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). *935 CMR 500.105(9)*
e. Personnel policies and procedures, including, at a minimum, the following: a. Code of ethics;
    a. Whistle-blower policy; and
    c. A policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; *935 CMR 500.105(9)*
f. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). *935 CMR 500.105(9)*
a. Legal Greens Boston, LLC is a necessary prerequisite for the delivery of Marijuana and Marijuana Products directly to Consumers. Applications for Legal Greens Boston, LLC will be in a form and manner to be determined by the Commission.
b. Prior to commencing operations, Legal Greens Boston, LLC will comply with all operational requirements imposed by:
    1. 935 CMR 500.105;
    2. 935 CMR 500.110(8); and
    3. 935 CMR 500.145.
c. All individuals delivering Marijuana and Marijuana Products for Legal Greens Boston, LLC directly to Consumers will be employees of Legal Greens Boston, LLC and will hold a valid Marijuana Establishment Agent registration.
d. All Marijuana and Marijuana Products delivered by Legal Greens Boston, LLC will be obtained from a licensed Marijuana Retailer.
    1. Legal Greens Boston, LLC will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer with which Legal Greens Boston, LLC has a Delivery Agreement.
    2. All agreements between Legal Greens Boston, LLC and a Marijuana Retailer will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a).
    3. The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

e. Legal Greens Boston, LLC and Marijuana Retailer will use a Third-party Technology Platform Provider to facilitate the ordering of Marijuana or Marijuana Products by Consumers.
    1. All agreements between Legal Greens Boston, LLC and a Third-party Technology Platform Provider will be available for inspection as part of the requirements for licensure in 935 CMR 500.101 and will be subject to the control limitations under 935 CMR 500.050(1)(a).
    2. The Commission will be notified in writing within five days of any substantial modification to an agreement between Legal Green Boston s, LLC and a Third-party Technology Platform Provider.
    3. Any Third-party Technology Platform will comply with privacy and consumer protection standards established by the Commission.
    4. The Commission will be notified in writing of an ongoing basis of any new or additional or assigned agreements between Legal Greens Boston, LLC and a Third-party Technology Platform Provider within five days.
f. The maximum retail value of marijuana or marijuana products allowed in Legal Greens Boston, LLC's vehicle at any one time will be $10,000.
g. All Marijuana and Marijuana Product deliveries will be tracked using the Seed-to-sale SOR as designated by the Commission.
h. Deliveries of Marijuana or Marijuana Products by Legal Greens Boston, LLC will be geographically limited to:
    1. The municipality identified as the Marijuana Establishment License's place of business;
    2. Any municipality which allows for retail within its borders whether or not one is operational; or
    3. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery will operate within its borders.
i. Limitation on the time for delivery will comply with all municipal bylaws and ordinances, provided however, that all deliveries of Marijuana or Marijuana Products must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries of Marijuana or Marijuana Products will not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance.
j. Every effort will be made to minimize the amount of cash carried in Legal Greens Boston, LLC's vehicle at any one time. Marijuana Retailers utilizing Legal Greens Boston, LLC for Consumer transactions will use best efforts to implement platforms for the electronic payment of funds. Where cash is carried by Legal Greens Boston, LLC vehicle, cash will be stored in a locked compartment.
k. Legal Greens Boston, LLC will comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.

<u>Orders.</u>

1. All orders for deliveries made by Legal Greens Boston, LLC will comply with the following requirements:

2. All Marijuana and Marijuana Products delivered Legal Greens Boston, LLC will be obtained from a licensed Marijuana Retailer with which Legal Greens Boston, LLC has a Delivery Agreement.
3. Orders for home delivery will be received by a Marijuana Retailer and transmitted to a Legal Greens Boston, LLC for delivery to a Residence.
4. Only Marijuana Products that are Shelf-stable wll be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by Legal Green Boston s, LLC .
5. Legal Greens Boston, LLC will deliver Marijuana or Marijuana Products only to the Residence address provided. Legal Greens Boston, LLC will be prohibited from delivering to college or university dormitories; and federal public housing identified at https://resources.hud.gov/.
6. Legal Greens Boston, LLC will only deliver Marijuana or Marijuana Products for which a specific order has been received by a licensed Marijuana Retailer with which Legal Greens, LLC has a Delivery Agreement. Legal Greens Boston, LLC is prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order will be generated directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(e).
7. Legal Greens Boston, LLC is prohibited from delivery of more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order will not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Legal Greens Boston, LLC will only deliver one Individual Order, per Consumer, during each delivery.
8. Legal Greens Boston, LLC will not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.
   (i) For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by Legal Greens Boston, LLC to the Consumer.
9. Any Marijuana or Marijuana Product that is undeliverable or is refused by the Consumer will be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made. Legal Greens Boston, LLC is prohibited from maintaining custody of Marijuana or Marijuana Products intended for delivery overnight. It will be the responsibility of the Legal Greens Boston, LLC to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by Legal Greens Boston, LLC.
10. The establishment may deliver marijuana directly to consumers from a Marijuana Retailer or MTC. *935 CMR 500.145(1)*
11. All individuals delivering marijuana shall be employees. *935 CMR 500.145(1)*
12. All marijuana delivered by the establishment shall be obtained from a licensed
13. Marijuana Retailer in which a Delivery Agreement has been established. *935 CMR500.145(1)*

14. All agreements between the establishment and a Marijuana Retailer shall be disclosed under the requirements of licensure. 935 CMR 500.101 *935 CMR 500.145(1)*
15. The Commission shall be notified in writing of any substantial modification to a Delivery Agreement. *935 CMR 500.145(1)*
16. A Licensee and Retailer may use a Third-party Technology Platform Provider identified by the Commission under 935 CMR 500.145(1)(g) to facilitate orders. *935CMR 500.145(2)*
17. The Commission shall be notified in writing within five days of any substantial modification to an agreement between a Third-Party Technology provider. *935 CMR500.145(1)*
18. The establishments Technology Platform and any Third-party Technology Platform shall comply with privacy and consumer protection standards. M.G.L. c. 94G and c. 94I.*935 CMR 500.145(1)*
19. Within five days, the Commission shall be notified in writing of any new or additional agreements between a Delivery Licensee and a Third-party Technology Platform Provider. *935 CMR 500.145(1)*
20. The maximum retail value of Marijuana or Marijuana Products allowed in a Delivery Licensee's vehicle at any one time shall be $10,000. . *935 CMR 500.145(1)*
21. All marijuana deliveries shall be tracked using the Seed-to-sale (METRC). *935 CMR500.145(1)*
22. Deliveries by a Delivery Licensee shall be geographically limited to:
    a. The municipality identified as the Marijuana Establishment License's place of business;
    b. Any municipality which allows for retail within its borders whether or not one is operational;
    c. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders. *935 CMR500.145(1)*
23. Limitations on the time for delivery shall comply with all municipal bylaws and ordinances. Deliveries of marijuana shall not occur between the hours of 9:00 P.M. and 8:00 A.M unless authorized by municipal bylaw or ordinance . *935CMR 500.145(1)*
24. Every effort shall be made to minimize the amount of cash carried in a vehicle at any one time. *935 CMR 500.145(1)*
25. The licensee shall use best efforts to implement platforms for electronic payments. *935CMR 500.145(1)*
26. Cash shall be stored in a locked compartment in each delivery vehicle. *935 CMR500.145(1)*
27. Orders for home delivery shall be received by a Marijuana Retailer and transmitted to a Marijuana Courier for delivery to a Residence in which a delivery agreement has been established. *935 CMR 500.145(2)*
28. Only marijuana that is shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration shall not be allowed to be delivered by a Delivery Licensee. *935 CMR 500.145(2)*
29. The Licensee shall deliver only to the Residence address provided. *935 CMR500.145(2)*
30. The Licensee shall be prohibited from delivering to college or university dormitories; and federal public housing identified at https://resources.hud.gov/. *935 CMR 500.145(2)*

31. The Licensee is prohibited from delivering marijuana without a specific order destined for an identified Residence.
32. Licensees are prohibited from delivering more than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). *935 CMR 500.145(2)* An Individual Order shall not exceed one ounce of Marijuana or its dry-weight equivalent. *935 CMR 500.145(2)*
33. An Individual Order shall only be delivered to the consumer after verification of their identity. 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). *935 CMR 500.145(2)*
34. Licensees shall only deliver one Individual Order, per consumer, during each delivery. *935 CMR 500.145(2)*
35. The Licensee shall not deliver to the same consumer at the same Residence more than once each calendar day. *935 CMR 500.145(2)*
36. For home delivery, each order must be packaged and labeled in accordance with 935CMR 500.105(5) and (6). *935 CMR 500.145(2)*
37. Any delivery item that is undeliverable or is refused by the consumer shall be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made. *935 CMR500.145(2)*
38. Licensees are prohibited from maintaining custody of marijuana intended for delivery overnight. *935 CMR 500.145(2)*
39. The Licensee shall return all undelivered product to the appropriate Marijuana Retailer. *935 CMR 500.145(2)*
40. A Marijuana Retailer shall verify the consumers age prior to the first Individual Order delivered by the Marijuana Courier. *935 CMR 500.145(4)*
41. Pre-verification of the consumer's identification and age shall be performed in-person at the Marijuana Retailer's physical location or through a Commission approved electronic means. 935 CMR 500.140(2)(d). *935 CMR 500.145(4)*
42. The Licensee is prohibited from performing a delivery to any consumer who has not gone through the Pre-verification process defined by the Commission. *935 CMR500.145(4)*
43. The Licensee shall not deliver marijuana to any person other than the consumer who ordered the marijuana. *935 CMR 500.145(4)*
44. The Licensee shall verify the age and identity of the consumer at the time the marijuana is delivered to ensure the individual is not younger than 21 years old. *935 CMR500.145(4)*
45. Prior to relinquishing custody of the marijuana to the consumer, the Marijuana Establishment Agent conducting the delivery shall verify that the identification of the consumer receiving the marijuana matches the pre-verified identification of the consumer who placed the order for delivery by:
    a. Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
    b. Viewing proof of order generated at the time of order; and
    c. Receiving the signature of the consumer who ordered the marijuana on the manifest for the marijuana and verifying that the signature matches the
46. government-issued photo identification presented. *935 CMR 500.145(4)*

Consumer Age Verification.

a) A Marijuana Retailer will require any Consumer making a purchase for delivery by Legal Greens Boston, LLC will require any Consumer making a purchase for delivery to have the government-issued photo identification a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Marijuana Retailer prior to the first Individual Order.
    1. Pre-verification of the Consumer's identification will be performed in-person at the Marijuana Retailer's physical location or through a Commission approved electronic means and will include examination of the Consumer's valid, unexpired government- issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d). Legal Greens Boston, LLC is prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's identification by the Marijuana Retailer.

b) Legal Greens Boston, LLC is not deliver Marijuana or Marijuana Products to any Person other than the Consumer who ordered the Marijuana or Marijuana Products.
c) Legal Greens Boston, LLC is verify the age and identity of the Consumer at the time at which the Marijuana or Marijuana Products are delivered to the Consumer at a Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery will verify that the identification of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified identification of the Consumer who placed the order for delivery by:
    1. Viewing the valid government-issued photo identification as provided for Pre- verification under 935 CMR 500.145(3)(a);
    2. Viewing proof of order generated at the time of order; and
    3. Receiving the signature of the Consumer who ordered the Marijuana or Marijuana Products on the manifest for the Marijuana or Marijuana Products and verifying that the signature matches the government-issued photo identification presented

Vehicle and Transport Requirements for Home Delivery.

a) Vehicles used for home delivery by Legal Greens Boston, LLC is be owned or leased by Legal Greens Boston, LLC, will be properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts.
b) Vehicles used for home delivery by Legal Greens Boston, LLC will be parked overnight at the address identified as the Licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.

c) Vehicles used for delivery by Legal Greens Boston, LLC will carry liability insurance in an amount not less than $1,000,000 combined single limit.
d) Legal Greens Boston, LLC will have no external markings, words or symbols that indicate the vehicle is being used for home delivery of Marijuana or Marijuana Products.
e) Legal Greens Boston, LLC transporting Marijuana and Marijuana Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent will remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.
f) Marijuana and Marijuana Products must not be visible from outside the vehicle.
g) Legal Greens Boston, LLC will transport Marijuana and Marijuana Products in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8).
h) Legal Greens Boston, LLC will maintain, in each vehicle used for deliveries of Marijuana and Marijuana Products, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. This compartment will be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.
i) In the case of an emergency stop during the transportation of Marijuana or Marijuana Products, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle. The Marijuana Establishment Agents in the vehicle will provide notice of the location of the stop and employ best efforts to remain in contact with Legal Greens Boston, LLC.
j) The Marijuana Establishment Agents transporting Marijuana or Marijuana Products for home delivery will contact Legal Greens Boston, LLC fixed location when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes.
k) Legal Greens Boston, LLC will maintain a separate log for each vehicle in use for home deliveries. For each delivery, Legal Greens Boston, LLC will record:
    1. The location of the originating Marijuana Establishment and date and time the vehicle leaves the location;
    2. The mileage of the transporting vehicle at departure from the Marijuana Establishment mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment;
    3. The date and time of departure from the Marijuana Establishment and arrival at each Consumer destination for each delivery; and
    4. An entry indicating the date and time of the last delivery in an order
l) Legal Greens Boston, LLC will ensure that all delivery routes remain within the Commonwealth of Massachusetts at all times.

m) Legal Greens Boston, LLC will make every effort to randomize its delivery routes.
n) Legal Greens Boston, LLC will not transport products other than Marijuana and Marijuana Products during times when Legal Greens Boston, LLC is performing home deliveries.
o) Firearms are strictly prohibited from Legal Greens Boston, LLC's vehicles and from Marijuana Establishment Agents performing home deliveries.

Manifests.

a. Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to Legal Greens Boston, LLC. A manifest will be completed in duplicate, with the original manifest remaining with the originating Marijuana Retailer, and a copy to be kept with the Legal Greens Boston, LLC during the delivery. The manifest will be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of Legal Greens Boston, LLC. A signed manifest will serve as the written record of the completion of the delivery.
b. The manifest must, at a minimum, include:
    1. The originating Marijuana Retailer name, address, and License number;
    2. The name and License number of the Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement performing the home delivery;
    3. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
    4. The Consumer's name and address;
    5. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;
    6. Signature lines for the agents who transported the Marijuana or Marijuana Products;
    7. A signature line for Consumer who receives the Marijuana or Marijuana Products; and
    8. The Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle make, model, and license plate number.

c. Legal Greens' manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
d. Legal Greens Boston, LLC will retain all transportation manifests for no less than one year and make them available to the Commission on request.
e. Alcohol, smoke, and drug-free workplace policies. *935 CMR 500.105(1)*
f. A plan describing how confidential information will be maintained. *935 CMR 500.105(1)*
g. A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)
h. A staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)*

# QUALITY CONTROL AND TESTING

## 1 TESTING

Legal Greens Boston, LLC will procure tested cannabis products from licensed cultivators and manufacturers who have evidence that their products have been tested. It is the policy of Legal Greens Boston, LLC that no marijuana product will be sold or marketed for adult use has not been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product will comply with the standards required under 935 CMR 500.160.

## 2 ENVIRONMENTAL CONTROLS

As cannabis products are designed for human consumption, it is important that products are stored in a manner that prevent contamination from liquids, dust, insects, rodents, and bacterial growth. To prevent the deterioration of cannabis products, Legal Greens Boston, LLC will adhere to the following guidelines:

1. Room will be well ventilated, temperature controlled, with humidity monitored to maintain optimal storage conditions
2. Authorized employees will follow the FIFO inventory management rule: first in, first out.
3. All packages will be clearly labeled for accurate identification of product.
4. All packages will be sealed according to the guidelines set forth by the CCC
5. The vault and safe will be set-up for regular cleaning and sanitization by authorized employees.

## 3 DOSING LIMITATIONS

Legal Greens Boston, LLC will not sell marijuana products with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

a. for a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
b. in a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
c. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.
d. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
e. Any agent working in direct contact with marijuana will conform to sanitary practices while on duty, including:
f. • Maintaining adequate personal cleanliness; and
   • Washing hands appropriately. *935 CMR 500.105(3)*
g. Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). *935 CMR 500.105(3)*
h. All contact surfaces, swill be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3).*
i. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
j. Legal Greens Boston, LLC will provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
k. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*

**DIVERSITY PLAN**

Legal Greens Boston's is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Legal Greens Boston, LLC be a leader and champion of diversity, both locally in Boston and throughout the broader Massachusetts cannabis industry.

Legal Greens Boston's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

**Goal One - Diversity in Hiring:**

Achieve at least the goals below for our hiring and staffing:

| | |
|---|---|
| Veterans | 20% |
| People with Disabilities | 20% |
| LGBTQ+ individuals | 20% |
| Women | 20% |
| People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people | 20% |

**Programs to Achieve Goal One:**

Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate.

**Measurements for Diversity Goal One:**

Legal Greens Boston's personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Legal Greens Boston, LLC total staffing at its facility to determine the percentage achieved.

**Goal Two - Diversity in Contracting:**

Enhance workforce diversity by contracting with diverse businesses. Legal Greens Boston's shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

| | |
|---|---|
| Minority Business Enterprise | 5% |
| Women Business Enterprise | 5% |
| Veteran Business Enterprise | 5% |
| LGBT Business Enterprise | 5% |
| Disability-Owned Business Enterprise | 5% |

**Programs for Goal Two:**

Legal Greens Boston's will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Legal Greens Boston, LLC will engage contractors, subcontractors, and suppliers from the identified diverse business categories **on an as-needed basis, with a minimum of two contracting opportunities per year**. While contracting needs will vary depending on operational requirements, the company commits to ensuring that diverse businesses are included in at least two contracting cycles annually.

Legal Greens Boston's seeks to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity ("DBE") category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

**Measurements for Goal Two:**

Legal Greens Boston, LLC shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

**Our goals are objectively reasonable.**

Legal Greens Boston, LLC goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in local papers.

Legal Greens Boston's acknowledges that the progress or success of our plan will be documented upon renewal, adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Legal Greens Boston's acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.