



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282796
Original Issued Date: 01/12/2021
Issued Date: 01/11/2024
Expiration Date: 01/21/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: LMCC, LLC

Phone Number: 718-578-2229
Email Address: sheena@DPSullivanlaw.com

Business Address 1: 83 County Street
Business City: Taunton
Business State: MA
Business Zip Code: 02780
Business Address 2:
Mailing Address 1: 2355 Riviera Drive
Mailing City: Delray Beach
Mailing State: FL
Mailing Zip Code: 22445
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 15.1
Percentage Of Control:
Role: Owner / Partner
Other Role:

First Name: Irene	Last Name: Hicks	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Some Other Race or Ethnicity		
Specify Race or Ethnicity: Armenian		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 75	Percentage Of Control: 100	
Role: Manager	Other Role: Manager on the Board of Managers of LMCC LLC and Manager and Sole Member of Crawford Legacy	
First Name: James	Last Name: Crawford	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 75	Percentage of Ownership: 100	
Entity Legal Name: Crawford Legacy LLC	Entity DBA:	DBA City:
Entity Description: Limited Liability Company		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Owner		

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Irene	Last Name: Hicks	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$2000000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Irene	Last Name: Hicks	Suffix:
Marijuana Establishment Name: LMCC, LLC	Business Type: Marijuana Retailer	

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 2

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: EqualiTree, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Taunton

Marijuana Establishment State: MA

Individual 3

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: EqualiTree, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Taunton

Marijuana Establishment State: MA

Individual 4

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: Sugarloaf Maynard

Business Type: Marijuana Retailer

Marijuana Establishment City: Maynard

Marijuana Establishment State: MA

Individual 5

First Name: James

Last Name: Crawford

Suffix:

Marijuana Establishment Name: Sugarloaf Maynard

Business Type: Marijuana Retailer

Marijuana Establishment City: Maynard

Marijuana Establishment State: MA

Individual 6

First Name: James

Last Name: Crawford

Suffix:

Marijuana Establishment Name: LMCC, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 7

First Name: James

Last Name: Crawford

Suffix:

Marijuana Establishment Name: EqualiTree, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Taunton

Marijuana Establishment State: MA

Individual 8

First Name: James

Last Name: Crawford

Suffix:

Marijuana Establishment Name: EqualiTree, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Taunton

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 83 County Street

Establishment Address 2:

Establishment City: Taunton

Establishment Zip Code: 02780

Approximate square footage of the establishment: 1800

How many abutters does this property have?: 117

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
-------------------	---------------	------	----	-------------

Plan to Remain Compliant with Local Zoning	Special Permit 93 County Street.pdf	pdf	5dfa8617fe65bd5750700e5d	12/18/2019
Plan to Remain Compliant with Local Zoning	License requirements (1).pdf	pdf	5dfa8856cb8cc6573ebd064a	12/18/2019
Plan to Remain Compliant with Local Zoning	Amendment ordinance.pdf	pdf	5dfa888db7ff09534b9fff2f	12/18/2019
Community Outreach Meeting Documentation	Attachment A- Newspaper Notice.pdf	pdf	5e0e6fc6d74bf6532ea0168c	01/02/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5e42f3f269dc9d0456db8820	02/11/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5e42f8ee1c3b1d04a32b207f	02/11/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	5e43072d4fa2b004756a170a	02/11/2020
Community Outreach Meeting Documentation	Attachment C - Notice sent to all abutters.pdf	pdf	5e45ffa581ae16046bec941b	02/13/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant Final.pdf	pdf	5e4b4076fe55e40432f713fe	02/17/2020

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Donation Acceptance Letter.pdf	pdf	5e4600a17b9883042b372562	02/13/2020
Plan for Positive Impact	Final Positive Impact Draft LMCC.pdf	pdf	5e4b3d624fa2b004756a2885	02/17/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Date generated: 05/01/2024

Page: 4 of 7

Role: Parent Company	Other Role:
Entity Legal Name: Crawford Legacy LLC	Entity DBA:
Entity Description: Limited Liability Company	
Phone: 678-938-3363	Email: james3crawford@gmail.com
Primary Business Address 1: 1100 Peachtree St NE	Primary Business Address 2: Suite 950
Primary Business City: Atlanta	Primary Business State: GA Principal Business Zip Code: 30309
Additional Information:	

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Taunton Recreational (Non-Medicinal) Marijuana Establishments.pdf	pdf	5d2893e3d89d4b09aca628ae	07/12/2019
Articles of Organization	Certificate of Organization LMCC, LLC.pdf	pdf	5d28ffebece777050c093a3e	07/12/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing Sec. of State LMCC, LLC.pdf	pdf	5d2900004dc82309e61bed8f	07/12/2019
Articles of Organization	Certificate of Amendment.pdf	pdf	5d35321ead2c7633c9197182	07/21/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR.pdf	pdf	5d3892c66e3bd533dbcf8d8	07/24/2019
Bylaws	3567.pdf	pdf	5d4979eea442c833e606a80d	08/06/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	LMCC - Department of Unemployment Assistance Attestation Form.pdf	pdf	65660f18bc2d0900087821fb	11/28/2023
Secretary of Commonwealth - Certificate of Good Standing	LMCC SoC.pdf	pdf	65660f1ca126090008926597	11/28/2023
Department of Revenue - Certificate of Good standing	LMCC Depart. of Revenue - Certificate of Good Standing - November 2023.pdf	pdf	65660f1da1260900089265b2	11/28/2023

Massachusetts Business Identification Number: 001359012

Doing-Business-As Name: Y Cannabis

DBA Registration City: Taunton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	LMCC_Plan for Obtaining Liability Insurance.pdf	pdf	65676f08a12609000893ffe9	11/29/2023
Proposed Timeline	LMCC_Proposed Timeline_Taunton.pdf	pdf	65676f10a12609000894000a	11/29/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	LMCC_Plan for Restricting Access.pdf	pdf	65677199bc2d09000879d26a	11/29/2023
Security plan	LMCC_Security Plan.pdf	pdf	656771aabc2d09000879d286	11/29/2023
Prevention of diversion	LMCC_Prevention of Diversion.pdf	pdf	656771b7a12609000894085a	11/29/2023
Storage of marijuana	LMCC_Storage of Marijuana.pdf	pdf	656771c1bc2d09000879d2af	11/29/2023
Transportation of marijuana	LMCC_Transportation of Marijuana.pdf	pdf	656771ccbc2d09000879d2eb	11/29/2023
Inventory procedures	LMCC_Inventory Procedures.pdf	pdf	656771d7a1260900089408e2	11/29/2023
Quality control and testing	LMCC_Quality Control and Testing.pdf	pdf	656771e4bc2d09000879d32d	11/29/2023
Dispensing procedures	LMCC_Dispensing Procedures.pdf	pdf	656771f1a1260900089409a9	11/29/2023
Personnel policies including background checks	LMCC_Personnel Policies.pdf	pdf	656771fca1260900089409e2	11/29/2023
Record Keeping procedures	LMCC_Recordkeeping Procedures.pdf	pdf	65677207a126090008940a0a	11/29/2023
Maintaining of financial records	LMCC_Maintaining Financial Records.pdf	pdf	65677211bc2d09000879d43f	11/29/2023
Qualifications and training	LMCC_Qualifications and Training.pdf	pdf	6567721bbc2d09000879d453	11/29/2023
Energy Compliance Plan	LMCC_Energy Compliance Plan.pdf	pdf	65677224bc2d09000879d480	11/29/2023
Diversity plan	LMCC_Diversity Plan.pdf	pdf	65677234bc2d09000879d497	11/29/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable.pdf	pdf	65660f3bbc2d090008782414	11/28/2023

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable.pdf	pdf	65660f3ea1260900089266b0	11/28/2023

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024
Progress or Success Goal 1

Description of Progress or Success: Business Not Operational

COMPLIANCE WITH DIVERSITY PLAN
Diversity Progress or Success 1

Description of Progress or Success: Business Not Operational

HOURS OF OPERATION

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

**DECISION OF THE
CITY OF TAUNTON MUNICIPAL COUNCIL
ON THE PETITION FOR
SPECIAL PERMIT**

September 10, 2019

Owner

**Horton Street, LLC
100 Field Street
Taunton, Ma 02780**

Petitioner:

**Flavia Hungaro, LMCC, LLC
30 Sherwood Drive
Taunton, Ma 02780**

For 93 County Street, Taunton, Ma

The petition is for a Special Permit to allow a 4,140 sq ft Marijuana Retail facility at 93 County Street, Taunton, MA and located in the Highway Business District.

On or about April 30, 2019 the petitioner filed with the City of Taunton Municipal Council, a petition for a Special Permit. As required by the Zoning Ordinance, copies of the petition and plans submitted therewith were submitted to the applicable City Boards and Departments. On September 10, 2019 a public hearing was held by the Municipal Council, after proper notice as required by Massachusetts General Laws Chapter 40A, Section 11 and the City's Zoning Ordinance. In considering the petition, the Municipal Council familiarized itself with the premises and examined the location, layout and other characteristics. After reviewing the petition, plans and testimony, the Municipal Council finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Zoning Ordinance and that proper notice was given.

In reviewing the petition, the Municipal Council determined that this site is appropriate for this proposal and that locating said facility on this site as proposed would not be detrimental to the neighborhood and surrounding area.

The Municipal Council, on a motion to Grant the special permit, based on the submitted plans, accompanying materials, Departmental comments, above mentioned reasons and proposed conditions, and the Municipal Council, having voted eight (8) in favor, One (1) opposed, and None (0) absent of said motion, hereby Approves the petition of the Special Permit with the following conditions;

Condition #1) That the plans dated June 18, 2019 shall govern with the following additional conditions:

Condition #2) The hours of operation shall be 10:00 am to 9:00pm and closed Sundays

Condition #3) The 6,000 sq ft building shown on the plans shall be removed

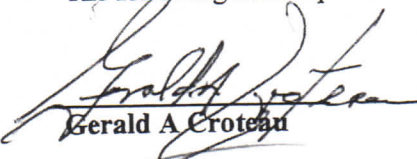
Condition #4) A police detail shall be provided for safe traffic flow for the first 4 months unless determined to be unnecessary by the Police Chief

Condition #5) The special permit shall expire in 1 year unless a provisional license is obtained from the Massachusetts Cannabis Commission

Condition #6) The perimeter of the property shall be enclosed with a 6 foot stockade fence

CITY OF TAUNTON MUNICIPAL COUNCIL

The following Municipal Council members voted in favor of the motion to Approve the petition:


Gerald A. Croteau


David W. Pottier


Donald L. Cleary


Jeanne M. Quinn


John M. McCaul


Barry Sanders

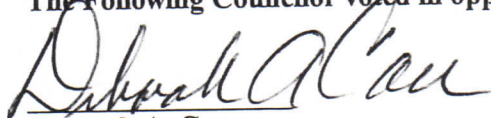

Jeffrey S. Postell


Estele C. Borges

Rec'd Taunton
City Clerk's Office
October 8, 2019
@ 7:00 P.M.

(RMB)

The Following Councilor voted in opposition to the petition


Deborah A. Carr

The Following Councilor was absent

None

PETITION Approved

Voted: September 10, 2019

93 County Street, Marijuana Retailer

December 17, 2010

I hereby certify that twenty (20) days have elapsed from the filing of this decision with the Taunton City Clerk's Office and that no appeal of said decision has been so filed.


Rose Marie Blackwell

City Clerk

§ 222-1. License requirements.

- A. Purpose and intent. It is the purpose and intent of this section to expand the local scope over marijuana establishments within the City of Taunton under MGL c. 94G, and its implementing regulations at 935 CMR 500, and to enable the City to further regulate, improve compliance, deter illegal sales, impose reasonable safeguards to govern the time, place and manner of marijuana establishment operations to ensure public health and safety, well-being and deter illegal sale of marijuana to underage persons and to ensure that the marijuana establishment environment is strictly controlled to meet the requirements of state law. This chapter is not intended to supersede any existing state laws and should be interpreted to operate in harmony with such laws. The authority for this chapter is in the Articles of Amendment to the Massachusetts Constitution, Art. 2, § 6, MGL c. 94G, § 3, 935 CMR 500.170, and every other lawful authority.
- B. Definitions. Any word or phrase that is defined in MGL c. 94G, § 1, or 935 CMR 500.002, as same may be amended from time to time, shall, when used in this chapter, have the same meaning.
- C. No person shall operate a marijuana establishment unless:
 - (1) A license is issued therefor, in accordance with MGL c. 94G, by the Taunton Municipal Council (hereinafter "LLA"), which will refer all license applications to the Police and License Committee;
 - (2) There is an executed host community agreement with the City of Taunton, which shall include such community impact fee as may be permitted by MGL c. 94G, § 3(d);
 - (3) A special permit has been issued by the Municipal Council in accordance with Zoning Ordinance ____; and
 - (4) The marijuana establishment is otherwise in compliance with the laws of the commonwealth and ordinances of the City of Taunton.
- D. No person shall operate a marijuana establishment in the City without a valid, active license issued by the commonwealth through the Massachusetts Cannabis Control Commission in accordance with MGL c. 94G.
- E. The number of marijuana retailers within the City shall be limited to the lowest possible number so as not to be fewer than 20% of the number of licenses issued within the City for the retail sale of

alcoholic beverages not to be drunk on the premises where sold under MGL c. 138, § 15 ("package store license"). As of June 11, 2018, there are 24 package store licenses issued, thus a maximum of five marijuana retailers may be licensed by the City.

- F. All applications for licenses under this chapter shall be made on a form or forms to be prescribed by the LLA and shall include a sworn statement by the applicant giving the names and addresses of all persons having a direct or indirect beneficial interest in the license. Every applicant, or, if the applicant is a legal entity, all principals thereof, shall be at least 21 years of age and suitable for licensure as determined by the LLA. The LLA shall require each applicant to submit, and include in the LLA's review of every application, the following:
- (1) An emergency response plan that has been filed with the Fire Department and the Police Department in accordance with MGL c. 94G, § 12(h).
 - (2) Approval of the emergency response plan by the Fire Department and Police Department, respectively.
 - (3) Written operating procedures in accordance with 935 CMR 500.105.
 - (4) A written communication from the Police Department that a security plan detailing security measures to ensure patron and community safety and to eliminate unauthorized access to the premises has been submitted to and approved by the Police Department.
- G. No license shall be transferred without the prior written consent of the LLA.
- H. All licenses must be posted under glass or equivalent protective surface and shall be posted on the licensed premises in a clear and conspicuous manner so that the same may be easily observed by a local inspector from a publicly accessible space.
- I. The fee for the license for a marijuana establishment shall be set by the LLA or Municipal Council.
- J. Every license issued under this section shall expire annually on June 30, unless sooner revoked.
- K. The LLA shall not issue a license where a proposed location would be in violation of the General Laws of the Commonwealth or any ordinance of the City of Taunton.

- L. The hours of operation of a marijuana establishment shall be set by Municipal Council in the special permit.
- M. Records that are required to be kept by state law or regulation of marijuana purchased and sold must be available when requested by members of the LLA, Police Department, local enforcement officer, or any other authorized person or entity.
- N. Within 30 days of receiving a renewal license from the Massachusetts Cannabis Control Commission, a marijuana establishment shall submit a copy to the LLA.
- O. This chapter is in addition to any other laws, regulations or ordinances that may govern a marijuana establishment.
- P. The LLA may adopt rules and regulations it deems necessary to implement this section.
- Q. Authority to inspect marijuana establishments for compliance and to enforce this chapter shall be held by the Building Commissioner, Zoning Enforcement Officers, Taunton Police Department, Taunton Fire Department, the Board of Health, the LLA and its authorized agents, or any other agency designated by the Mayor. Every marijuana establishment must permit any such authorized person access for the purpose of lawful inspection as a condition of its license.
- R. Violations.
 - (1) Violation guidelines. In the event that a licensee violates, or permits a violation of a law of the commonwealth related to recreational marijuana; this chapter or any other City of Taunton Ordinance related to recreational marijuana; or any rules and regulations promulgated by the LLA hereunder, the LLA may take the following actions, respectively:
 - (a) First violation: warning to seven-day suspension.
 - (b) Second violation: warning to thirty-day suspension.
 - (c) Third violation: seven-day suspension to revocation.
 - (2) Prior violations. Violations which occurred more than two years prior to the date of a violation shall not be used in calculating the number of for purposes of these guidelines.
 - (3) LLA discretion. The LLA may use its discretion in determining whether the facts surrounding a violation warrant action different than that suggested by the guidelines. These

guidelines shall not be construed so as to limit the LLA's authority to impose additional conditions on a license when warranted.



CITY OF TAUNTON

In the year two thousand and nineteen

**AN ORDINANCE RELATIVE TO LICENSING RECREATIONAL (NON-MEDICAL)
MARIJUANA ESTABLISHMENTS**

Part II: General Legislation

**Chapter 222
Recreational (Non-Medical) Marijuana Establishments**

Be it ordained by the Municipal Council of the City of Taunton and by authority of the same as follows:

SECTION 1. Chapter 222 of the Revised Ordinances of the City of Taunton, as amended, is hereby further amended by inserting a new Section entitled §222-2 as follows:--

§222-2 School Buffer Zone

Pursuant to Massachusetts General Laws chapter 94G, section 5(b)(3), the 500 foot buffer zone found within said section is reduced to zero feet with respect to only such parcels of property within the City of Taunton that are: (1) within a Highway Business Zoning District; (2) within 500 feet of the property line of a parcel (Assessor ID: 67-119) that contains Taunton High School, Parker Middle School and Elizabeth Pole School; and, (3) separated from said school buildings by the Taunton River.

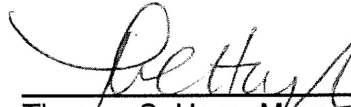
SECTION 2. All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

City of Taunton

Presented to the Mayor and Approved:

In Municipal Council

First Reading: 1-22-2019

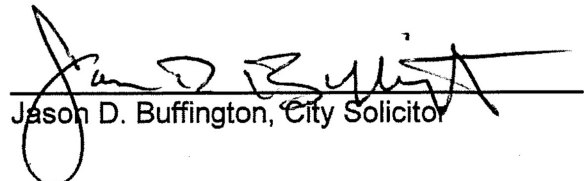

Thomas C. Hoye, Mayor

Second Reading: 2-5-2019

Passed to be Ordained: 2-12-2019

Approved as to Form and Character:


Rose Marie Blackwell, City Clerk


Jason D. Buffington, City Solicitor



KENNY'S MASONRY & CHIMNEY SWEEPS

Complete Chimney Services
\$20 off Chimney Sweeps
\$40 off Custom Chimney Caps
Call 508-649-1938
www.kennymasonryandchimneysweeps.com

TED McNamara Masonry
Cellar walls resurfaced & water-proofed, All Masonry Needs.
Floors, Walls, & Brick Stairs
Insured. Ted 508-880-5119

J.S. PAINTING
Int./Ext. Home Repairs & Powerwashing
Lic#139994. Fully ins'd
www.jspaintinggraynham.com
Free Est.
508-692-7759

K.K. PAINTING
Exterior/Interior, home repairs/gutters cleaned & power washing.
Professional work with attention to detail.
Free Est. Fully ins.
508-822-4306

Legal Notices

Legal Notices

Community Outreach

LEGAL NOTICE COMMUNITY OUTREACH MEETING COMPANY NAME: LMCC LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for June 24, 2019 at 6:00 pm in the Standish Hall, at the Holliday Inn Hotel located at 700 Myles Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 93 County Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. For reference, the site proposed by LMCC LLC is to be a new construction located directly behind the Mechanics' Cooperative Bank and will not only be out of sight from County Street, but will also be segregated from any County Street foot traffic. A maximum community impact fee/tax of 3 percent of gross sales is to be paid by such businesses to the City. There will be an opportunity for the public to ask questions and give feedback.

AD#13800137
TDG 5/17/19

Legal Notices

Legal Notices

Sale of Real Estate

LEGAL NOTICE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 22 Agricultural Avenue, Rehoboth, Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James J. McDonald and Cheryl A. McDonald to Sovereign Bank, said mortgage dated March 1, 2007, and recorded March 12, 2007 in the Bristol County (Northern District) Registry of Deeds in Book 16639 at Page 85 and now held by Santander Bank, N.A. by a successor by merger to Sovereign Bank for breach of the conditions in said mortgage and for the purpose of foreclosing the same, will be sold at Public Auction on June 3, 2019 at 2:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

ALL THAT CERTAIN PROPERTY SITUATE IN REHOBOTH, COUNTY OF BRISTOL, COMMONWEALTH OF MASSACHUSETTS, BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED 10/16/1991 IN BOOK 4841, AT PAGE 17, AMONG THE LAND RECORDS OF THE COUNTY SET FORTH ABOVE.

KNOWN AS: 22 AGRICULTURAL AVENUE

The description of the property that appears in the mortgage to be foreclosed shall control in the event of a typographical error in this publication.

For Mortgagors' Title see deed dated October 10, 1991 and recorded October 16, 1991 in Book 4841 at Page 17 with the Bristol County (Northern District) Registry of Deeds.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within sixty (60) days after the date of sale.

Other terms to be announced at the sale.

BENDETT & MCHUGH, PC
270 Farmington Avenue
Farmington, CT 06032

Host Community Agreement Certification Form

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

Applicant

I, Flavia MUNGARO, (*insert name*) certify as an authorized representative of LMCC, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with CITY OF TAUNTON (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 10, 2019 (*insert date*).

Flavia Mungaro
Signature of Authorized Representative of Applicant

Host Community

I, Thomas C. Hoge, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Taunton (*insert name of host community*) to certify that the applicant and Taunton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 10, 2019 (*insert date*). Re: 93 County Street

Thomas C. Hoge, Jr.
Signature of Contracting Authority or
Authorized Representative of Host Community

LEGAL NOTICE

COMMUNITY OUTREACH MEETING

COMPANY NAME: LMCC LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for June 24, 2019 at 6:00 pm in the Standish Hall, at the Holliday Inn Hotel located at 700 Myles Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 93 County Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. For reference, the site proposed by LMCC LLC is to be a new construction located directly behind the Mechanics' Cooperative Bank and will not only be out of sight from County Street, but will also be segregated from any County Street foot traffic. A maximum community impact fee/tax of 3 percent of gross sales is to be paid by such businesses to the City. There will be an opportunity for the public to ask questions and give feedback.

RECEIVED
CITY CLERK'S OFFICE
2019 MAY 17 11:34
TAUNTON, MA
CITY CLERK

Community Outreach Meeting Attestation Form

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

I, Flavia HUNGARO, (insert name) attest as an authorized representative of LMCC, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 06/24/19 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 05/17/19 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on 05/17/19 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 05/17/19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

LEGAL NOTICE

COMMUNITY OUTREACH MEETING

COMPANY NAME: LMCC LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for June 24, 2019 at 6:00 pm in the Standish Hall, at the Holliday Inn Hotel located at 700 Myles Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 93 County Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. For reference, the site proposed by LMCC LLC is to be a new construction located directly behind the Mechanics' Cooperative Bank and will not only be out of sight from County Street, but will also be segregated from any County Street foot traffic. A maximum community impact fee/tax of 3 percent of gross sales is to be paid by such businesses to the City. There will be an opportunity for the public to ask questions and give feedback.

Plan to Remain Compliant with Local Zoning

Per 935 CMR 500.101(1)(a)(10.) and (2)(b)(9.), LMCC LLC is providing a description of plans to ensure that the Marijuana Establishment (ME) is or will be compliant with local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana;

The LMCC LLC proposed retail dispensary at 93 County Street in Taunton, MA received its Special Permit from the City of Taunton on September 10, 2019. The Special Permit was Approved to Allow LMCC LLC to operate as a licensed Retail Marijuana Establishment and LMCC LLC has submitted plans to the City of Taunton that show LMCC LLC will be in full compliance with all local zoning regulations once operational.

The City of Taunton also has a local licensing requirement. The City of Taunton will allow LMCC, LLC to apply for the local license once LMCC LLC receives its Provisional License from the Cannabis Control Commission. Please see the attached Special permit from the City of Taunton Municipal Council for further requirements. Ongoing discussions will occur between LMCC, LLC and city officials. LMCC, LLC will meet with city officials on a quarterly basis to ensure compliance with the special permit, the local license and all local ordinances and zoning laws. The Special Permit needs to be renewed every five years with the City of Taunton.

From: [Tim Callahan](#)
To: [Jenn Leger](#)
Cc: [Doasheena Sullivan](#); [David Ullian](#)
Subject: LMCC - Cost Request Letter for Taunton
Date: Thursday, November 16, 2023 4:10:00 PM
Attachments: [LMCC Taunton Cost Request Letter.pdf](#)
[image001.png](#)

Dear Ms. Leger:

Pursuant to the license renewal requirements of the Cannabis Control Commission, attached please find correspondence requesting any records of costs borne by Taunton related to LMCC LLC's operations within the city.

Please do not hesitate to reach out to me with any questions or concerns.

Best,

Tim

Tim Callahan

Director of Licensing – Northeast Region

617-752-7263

T.Callahan@VicenteLLP.com

Vicente.

800 Boylston Street, 26th Floor
Boston, MA 02199

Serving clients from [offices nationwide](#)

November 16, 2023

City of Taunton
City Clerk Jennifer Leger
15 Summer Street
Taunton, MA 02780
VIA EMAIL: jleger@taunton-ma.gov

Re: Request for Records of Costs Related to LMCC's Taunton Operations

Dear City Clerk Leger:

Please be advised that as a requirement of LMCC LLC's ("LMCC") license renewal application for its marijuana establishment in the City of Taunton ("Taunton" or "City"), a prior version of the Cannabis Control Commission's (the "Commission") regulations requires LMCC to submit (1) documentation demonstrating that LMCC requested from its Host Community the records of any cost to the City, whether anticipated or actual, reasonably related to LMCC's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as LMCC's formal request to the City to produce the records of any cost to the City reasonably related to LMCC's operation. Please note that a copy of this correspondence along with any response received from the City, or barring receipt of any response, an attestation to that effect, shall be submitted by LMCC to the Commission. As the City may be aware, in accordance with M.G.L. c. 94G, § 3(d)(2)(iii), any cost imposed upon a host community by the operation of a marijuana establishment shall be documented by the host community and shall be a public record as defined by M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66.

Notwithstanding the foregoing, it is our opinion that the Commission's amended regulations, 935 CMR 500.000 *et seq.*, which were promulgated pursuant to Chapter 180 of the Acts of 2022, are now in effect. Pursuant to 935 CMR 500.180(4)(a)(6), a host community seeking to assess a Community Impact Fee is required to transmit to a marijuana establishment a detailed, itemized invoice documenting the host community's claimed impact fees for the preceding 12-month period of a marijuana establishment's operations. The impact fee invoice must be transmitted to a marijuana establishment no later than one month after the anniversary of the date the marijuana establishment received a final license from the Commission. Please note that, pursuant to 935 CMR 500.180(4)(a)6.b., a host community's failure to transmit the impact fee invoice to a marijuana establishment within the prescribed time will result in a forfeiture of any Community Impact Fee for the applicable 12-month period of operations.

Although LMCC does not yet have a final license from the Commission for its Marijuana Retailer within Taunton, please let this correspondence serve as notice of these new requirements going forward. Please contact your legal counsel to determine the applicability of these provisions.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Sincerely,

David M. Ullian

David M. Ullian, Esq.
Counsel for LMCC LLC

P: 617-752-7148

E: d.ullian@vicentellp.com

LMCC LLC
MUNICIPAL RESPONSE ATTESTATION – TAUNTON

On behalf of LMCC LLC (“LMCC”), I, David M. Ullian, do hereby attest to the following:

- In accordance with the requirements of LMCC’s license renewal for its Retailer license, LMCC requested from the City of Taunton (the “Host Community”) the records of any cost to the Host Community, whether anticipated or actual, resulting from LMCC’s operation within its borders (the “Request”).
- LMCC submitted the Request to the Host Community on November 16, 2023.
- As of the date of this attestation, LMCC has not received a response from the Host Community with respect to the Request.
- LMCC will immediately update the Commission should any response be received from the Host Community in the future, and as necessary, LMCC will reopen its renewal application to provide any such response.

David M. Ullian

David M. Ullian, Esq.
Counsel for LMCC LLC

11/29/2023

Date

02/13/2020

Cannabis Control Commission
Union Station, 2 Washington Square
Worcester, MA 01604

To Whom it May Concern:

Donation Acknowledgement Letter

The Matthew Mission will be pleased to receive a \$5,000 annual donation from LMCC, LLC, a Taunton, MA based Cannabis Company. This funds will go towards our Mission in Taunton of helping the homeless and those in dire need of help. To date LMCC has spent time volunteering and also donated goods for the homeless such as boots and tents. Please feel free to contact me with any questions at (508)-822-9092.

Sincerely,

Mark R. Cook

Mark Cook

*Executive Director
P.O. Box 614
Taunton, MA 02780*

LMCC LLC's PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Per 935 CMR 500.101(1)(a)(11);, LMCC LLC has developed the following plan to positively impact areas of disproportionate impact. The City of Taunton has been designated an area of disproportionate impact by the Cannabis Control Commission.

LMCC LLC attests that it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

LMCC LLC also attests 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.

GOALS

- 1.Reducing barriers to entry in the commercial adult-use cannabis industry;
- 2.Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts; and
3. Providing financial assistance to organizations and providing educational opportunities towards cannabis business endeavors in the City of Taunton which is designated as a disproportionately impacted area in order to create a positive impact on the members of the City of Taunton and/or the community as a whole.

PROGRAMS

- 1.Giving hiring preference to individuals in the City of Taunton since it has been designated by the Cannabis Control Commission as an area that has been disproportionately impacted by cannabis prohibition. LMCC LLC will do outreach efforts in the City of Taunton for hiring to enrich the lives of individuals who have been disproportionately impact by the war on drugs in the City of Taunton;
- 2.LMCC LLC will initiate a Community "clean-up" in the City of Taunton which as an area of disproportionate impact in order to be a good neighbor in the community;
3. LMCC LLC will provide educational opportunities such as lectures or workshops at local nursing homes so elderly populations within the City of Taunton learn about access to safe and quality adult use cannabis.
4. LMCC LLC will donate \$5,000 a year to the Matthew Mission (see attached donation letter from Matthew Mission) to help the homeless in the City of Taunton which is a disproportionately impacted area.

LMCC LLC's PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

MEASUREMENTS

1. LMCC, LLC plans to hire 25% or more of its employees from the City of Taunton, which is an area of disproportionate impact, as designated by the Commonwealth of Massachusetts. Further, we will prioritize applicants from both social equity and economic empowerment applicant designees. Outreach efforts will occur by advertising job opportunities within the local Taunton newspapers and by providing hiring efforts to schools and businesses within the City of Taunton, as well as contacting the CCC's social equity program to help with finding interested applicants.

- a. LMCC LLC will provide the number of businesses or individuals participating in and successfully paired with the employer through the Commission's Social Equity Program;
- b. LMCC LLC will provide the number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact.

LMCC LLC will do an Annual Community "clean-up" in the City of Taunton which will be advertised in the local paper and/or internet channels, and city officials will be notified to promote active participation from the members of the community;

- a. LMCC, LLC will count the number of individuals who participate in the community clean-up.

2. LMCC LLC will provide information on the subject matter of trainings offered and performed for the elderly individuals within the City of Taunton;

- a. LMCC, LLC will count the number of elderly individuals who are able to participate in the educational workshops or lectures at the nursing home.

3. LMCC LLC will provide specific financial data and/or employee hours showing donations to or investments into specific causes;

- a. LMCC, LLC will keep the cancelled check to the Matthew Mission as proof of donating to this program.

****All of the above metrics will be provided upon annual renewal of the license. LMCC, LLC acknowledges that 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).**

Chapter 222

RECREATIONAL (NON-MEDICINAL) MARIJUANA ESTABLISHMENTS

§ 222-1. License requirements.

- A. Purpose and intent. It is the purpose and intent of this section to expand the local scope over marijuana establishments within the City of Taunton under MGL c. 94G, and its implementing regulations at 935 CMR 500, and to enable the City to further regulate, improve compliance, deter illegal sales, impose reasonable safeguards to govern the time, place and manner of marijuana establishment operations to ensure public health and safety, well-being and deter illegal sale of marijuana to underage persons and to ensure that the marijuana establishment environment is strictly controlled to meet the requirements of state law. This chapter is not intended to supersede any existing state laws and should be interpreted to operate in harmony with such laws. The authority for this chapter is in the Articles of Amendment to the Massachusetts Constitution, Art. 2, § 6, MGL c. 94G, § 3, 935 CMR 500.170, and every other lawful authority.
- B. Definitions. Any word or phrase that is defined in MGL c. 94G, § 1, or 935 CMR 500.002, as same may be amended from time to time, shall, when used in this chapter, have the same meaning.
- C. No person shall operate a marijuana establishment unless:
 - (1) A license is issued therefor, in accordance with MGL c. 94G, by the Taunton Municipal Council (hereinafter "LLA"), which will refer all license applications to the Police and License Committee;
 - (2) There is an executed host community agreement with the City of Taunton, which shall include such community impact fee as may be permitted by MGL c. 94G, § 3(d);
 - (3) A special permit has been issued by the Municipal Council in accordance with Zoning Ordinance ____; and
 - (4) The marijuana establishment is otherwise in compliance with the laws of the commonwealth and ordinances of the City of Taunton.
- D. No person shall operate a marijuana establishment in the City without a valid, active license issued by the commonwealth through the Massachusetts Cannabis Control Commission in accordance with MGL c. 94G.
- E. The number of marijuana retailers within the City shall be limited to the lowest possible number so as not to be fewer than 20% of the number of licenses issued within the City for the retail sale of alcoholic beverages not to be drunk on the premises where sold under MGL c. 138, § 15 ("package store license"). As of June 11, 2018, there are 24 package

store licenses issued, thus a maximum of five marijuana retailers may be licensed by the City.

- F. All applications for licenses under this chapter shall be made on a form or forms to be prescribed by the LLA and shall include a sworn statement by the applicant giving the names and addresses of all persons having a direct or indirect beneficial interest in the license. Every applicant, or, if the applicant is a legal entity, all principals thereof, shall be at least 21 years of age and suitable for licensure as determined by the LLA. The LLA shall require each applicant to submit, and include in the LLA's review of every application, the following:
- (1) An emergency response plan that has been filed with the Fire Department and the Police Department in accordance with MGL c. 94G, § 12(h).
 - (2) Approval of the emergency response plan by the Fire Department and Police Department, respectively.
 - (3) Written operating procedures in accordance with 935 CMR 500.105.
 - (4) A written communication from the Police Department that a security plan detailing security measures to ensure patron and community safety and to eliminate unauthorized access to the premises has been submitted to and approved by the Police Department.
- G. No license shall be transferred without the prior written consent of the LLA.
- H. All licenses must be posted under glass or equivalent protective surface and shall be posted on the licensed premises in a clear and conspicuous manner so that the same may be easily observed by a local inspector from a publicly accessible space.
- I. The fee for the license for a marijuana establishment shall be set by the LLA or Municipal Council.
- J. Every license issued under this section shall expire annually on June 30, unless sooner revoked.
- K. The LLA shall not issue a license where a proposed location would be in violation of the General Laws of the Commonwealth or any ordinance of the City of Taunton.
- L. The hours of operation of a marijuana establishment shall be set by Municipal Council in the special permit.
- M. Records that are required to be kept by state law or regulation of marijuana purchased and sold must be available when requested by members of the LLA, Police Department, local enforcement officer, or any other authorized person or entity.

- N. Within 30 days of receiving a renewal license from the Massachusetts Cannabis Control Commission, a marijuana establishment shall submit a copy to the LLA.
- O. This chapter is in addition to any other laws, regulations or ordinances that may govern a marijuana establishment.
- P. The LLA may adopt rules and regulations it deems necessary to implement this section.
- Q. Authority to inspect marijuana establishments for compliance and to enforce this chapter shall be held by the Building Commissioner, Zoning Enforcement Officers, Taunton Police Department, Taunton Fire Department, the Board of Health, the LLA and its authorized agents, or any other agency designated by the Mayor. Every marijuana establishment must permit any such authorized person access for the purpose of lawful inspection as a condition of its license.
- R. Violations.
 - (1) Violation guidelines. In the event that a licensee violates, or permits a violation of a law of the commonwealth related to recreational marijuana; this chapter or any other City of Taunton Ordinance related to recreational marijuana; or any rules and regulations promulgated by the LLA hereunder, the LLA may take the following actions, respectively:
 - (a) First violation: warning to seven-day suspension.
 - (b) Second violation: warning to thirty-day suspension.
 - (c) Third violation: seven-day suspension to revocation.
 - (2) Prior violations. Violations which occurred more than two years prior to the date of a violation shall not be used in calculating the number of for purposes of these guidelines.
 - (3) LLA discretion. The LLA may use its discretion in determining whether the facts surrounding a violation warrant action different than that suggested by the guidelines. These guidelines shall not be construed so as to limit the LLA's authority to impose additional conditions on a license when warranted.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001359012

The date of filing of the original certificate of organization: 2/1/2019

1. The exact name of the limited liability company is: LMCC LLC
and if changed, the name under which it was originally organized: LMC&C LLC

2a. Location of its principal office:

No. and Street: 30 SHERWOOD DRIVE
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

No. and Street: 30 SHERWOOD DRIVE
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

TO PURSUE LICENSES FOR THE CULTIVATION AND RETAIL SALE OF CANNABIS PRODUCTS.
THE BUSINESS WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY
OF THE RELATED REGULATED PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WILLIAM D. ROUNDS, ESQ.
 No. and Street: 115 BROADWAY
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA
MANAGER	ANTHONY CONCEPCION	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	WILLIAM D. ROUNDS ESQ.	115 BROADWAY TAUNTON, MA 02780 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA
REAL PROPERTY	ANTHONY CONCEPCION	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

THE RESTATED CERTIFICATE CHANGES THE NAME FROM LMC&C LLC TO LMCC LLC.

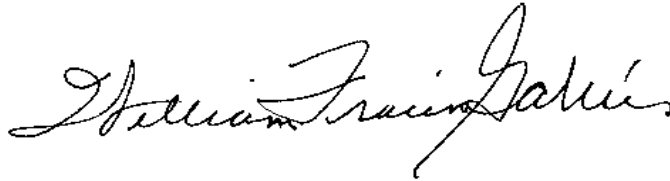
11. The restated certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of February, 2019,
WILLIAM D. ROUNDS , Signature of Applicant.

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:

February 13, 2019 11:40 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

July 5, 2019

TO WHOM IT MAY CONCERN:

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

LMCC LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 1, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS, WILLIAM D. ROUNDS ESQ.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001359012

The date of filing of the original certificate of organization: 2/1/2019

1.a. Exact name of the limited liability company: LMCC LLC

1.b. The exact name of the limited liability company *as amended*, is: LMCC LLC

2a. Location of its principal office:

No. and Street: 30 SHERWOOD DRIVE

City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WILLIAM D. ROUNDS, ESQ.

No. and Street: 115 BROADWAY

City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA
MANAGER	IRENE HICKS	30 SHERWOOD DRIVE TAUNTON, MA 02780 US

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	WILLIAM D. ROUNDS ESQ.	115 BROADWAY TAUNTON, MA 02780 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA
REAL PROPERTY	IRENE HICKS	30 SHERWOOD DRIVE TAUNTON, MA 02780 US

9. Additional matters:

10. State the amendments to the certificate:

CHANGE OF NAME FOR SECOND MANAGER AND PERSON AUTHORIZED FOR REAL PROPERTY DOCUMENTS.

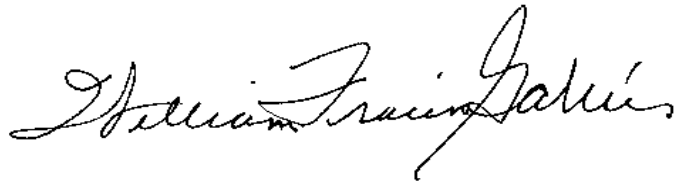
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of June, 2019,
WILLIAM D. ROUNDS , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

June 20, 2019 03:22 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1855110016
Notice Date: July 10, 2019
Case ID: 0-000-654-264



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FLAVIA HUNGARO
LMCC LLC
30 SHERWOOD DR
TAUNTON MA 02780-3442

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

OPERATING AGREEMENT

of LMCC LLC

This Operating Agreement (the "Agreement") made and entered into this 4th day of August, 2019 (the "Execution Date"),

BETWEEN:

Flavia Hungaro of 16 Holden Road Belmont, MA, 02478, and
Irene Hicks of 16 Holden Road, Belmont, MA, 02478
(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be LMCC LLC.

Purpose

3. Vertically Integrated Recreational Cannabis Company.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 30 Sherwood Drive, Taunton, MA 02478 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Flavia Hungaro	Flavia Hungaro is the CEO that will develop and propel LMCC, LLC into a vertically integrated recreational cannabis company.	\$0.00
Irene Hicks	Irene Hicks will contribute up to \$2,000,000.00	\$2,000,000.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

8. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater

voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

- Flavia Hungaro

18. A Manager will be reimbursed for reasonable expenses directly related to the operation of the Company.
19. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.
20. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.
21. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

22. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

23. Only the following individuals have authority to act for or bind the Company in contract:

- Flavia Hungaro.

Duty of Loyalty

24. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

25. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

26. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.
27. Member meetings will be held at any location that the Members may from time to time designate.
28. Regular Member meetings will be held only as required.

Voting

29. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

30. A new Member may only be admitted to the Company with a majority vote of the existing Members.
31. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

32. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
33. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

34. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
35. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

36. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.
37. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
38. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
39. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

40. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

41. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
42. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

43. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
44. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
45. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

46. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
47. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;

- b. in satisfaction of Company debt obligations to current Members; and then
- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 48. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company;
 - b. A copy of the Company federal, state, and local income taxes for each year;
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager;
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 49. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
- 50. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

51. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

52. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

53. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

54. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

55. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year; and
 - b. Income statement.

Goodwill

56. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

57. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Forbidden Acts

58. No Member may do any act in contravention of this Agreement.
59. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
60. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
61. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
62. No Member may confess a judgment against the Company.
63. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

64. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

65. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

66. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

67. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

68. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
- a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
 - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
 - c. Release any Company claim or debt except for payment in full; and
 - d. Alter the rights, duties or obligations of any class or series of Members.

Amendment of Operating Agreement

69. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

70. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

71. Time is of the essence in this Agreement.
72. This Agreement may be executed in counterparts.
73. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
75. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

79. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.
 - d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
 - f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
 - g. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 4th day of August, 2019.

Flavia Hungaro 8-5-19
Flavia Hungaro (Member) Iss. 6/17/2019
MA DL#: 814819940 Exp. 3/26/24

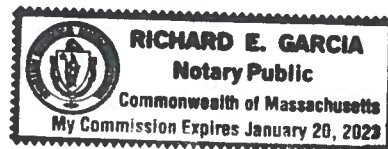
Irene Hicks 8-5-19
Irene Hicks (Member) Iss. 2/6/2015
MA DL#: 557578078 Exp. 3/22/2020

On this 5th day of August, 2019, before me,
the undersigned notary public, personally appeared
Irene A Hicks and Flavia I Hungaro
proved to me through satisfactory evidence of ^{driver} identification, which were valid unexpired Massachusetts license
to be the person whose name is signed on the
preceding or attached document who swore or
affirmed to me that the contents of the document
are truthful and accurate to the best of his/her
knowledge and belief.

Richard E. Garcia

Richard E. Garcia

My commission expires 1/20/23



PLAN FOR OBTAINING LIABILITY INSURANCE

LMCC, LLC (“LMCC”) has contracted with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible is no higher than \$5,000 per occurrence. LMCC will consider additional coverage based on availability and cost-benefit analysis.

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

In the event LMCC discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). LMCC will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), LMCC will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. LMCC will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. LMCC will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), LMCC packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. LMCC’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

LMCC, LLC (“LMCC”) will comply with the following sanitary requirements:

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

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

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

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

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

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

Testing

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

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

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

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

LMCC's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. LMCC acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of LMCC's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to LMCC for disposal

or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on LMCC's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. LMCC will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Product Manufacturer;

3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, LMCC will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

LMCC, LLC (“LMCC”) will securely maintain personnel records, including registration status and background check records. LMCC will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for LMCC will undergo a detailed background investigation prior to being granted access to a LMCC facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for LMCC pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, LMCC will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, LMCC will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, LMCC will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by LMCC or the Commission.

Personnel Policies and Training

As outlined in LMCC's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All LMCC agents are required to complete training as detailed in LMCC's Qualifications and Training plan which includes but is not limited to LMCC's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

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

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

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- **Corporate Records**

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

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

- **Business Records**

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

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

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

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

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

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

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

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

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

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

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

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - LMCC shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

LMCC, LLC (“LMCC”) will ensure that all employees hired to work at a LMCC facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. LMCC will maintain a list of anticipated positions and their qualifications.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of LMCC’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A LMCC Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by LMCC or by a third-party vendor engaged by the LMCC. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All LMCC Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

LMCC Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting LMCC Agents which shall include:
 - Conduct of LMCC Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

LMCC will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. LMCC’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each LMCC Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for LMCC to maintain designation as a Responsible Vendor. Once the LMCC Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

LMCC, LLC (“LMCC”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. LMCC will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

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

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

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

Renewable Energy Generation Opportunities

LMCC is in the process of considering opportunities for renewable energy generation (including wind and solar options). LMCC’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although LMCC may reconsider at a future date. LMCC will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

LMCC is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

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

Opportunities for Engagement with Energy Efficiency Programs

LMCC also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other

potential energy saving programs and initiatives. LMCC will also coordinate with its utility companies to explore any energy efficiency options available to LMCC.

LMCC, LLC DIVERSITY PLAN

LMCC, LLC has developed the following Diversity Plan “to promote equity among people of color, women, veterans, persons with disabilities and LGBTQ+ individuals” for the operation of its proposed Marijuana Establishment.

LMCC LLC attests that it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

LMCC LLC also attests 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.

Goals:

1. LMCC will actively pursue diverse applicants and seek to retain a diversified workforce by increasing the number of people of color, women, veterans, persons with disabilities and LGBTQ+ individuals that are employed in the cannabis industry in Massachusetts. We aim to have 50% of our workforce be people of color (40%), women (60%), veterans (30%), persons with disabilities (10%) and LGBTQ+ individuals (10%).
2. LMCC will hire people of color, women, veterans, persons with disabilities and LGBTQ+ individuals to be in management and executive positions and provide essential tools and training to ensure their success in these positions.
3. LMCC, LLC seeks to assist people of color, women, veterans, persons with disabilities and LGBTQ+ individuals in achieving their goal of entering the adult-use marijuana industry in Massachusetts.
4. LMCC, LLC will obtain at least 25% of its supplies, and services from supplies and/or vendors that are people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

Programs:

1. LMCC, LLC will advertise employment opportunities on a monthly basis in publications, at career centers such as MASSHIRE and other mediums such as in the local newspapers, Sun Chronicle and Taunton Gazette stating that the establishment is giving preference to people of color, women, veterans, people with disabilities and LGBTQ+ individuals.
2. LMCC, LLC will participate in at least 2 job fairs a year with a focus on attracting People of color, women, veterans, people with disabilities and LGBTQ+ individuals.
3. LMCC, LLC will establish relationships with organizations that focus on diversity regarding people of color, women, veterans, people with disabilities, and LGBTQ+ individuals and network with these organizations to provide them information on employment opportunities, work within their constituencies for hiring diverse applicants in the cannabis industry and providing educational trainings and information sessions for individuals

interested in joining the cannabis industry.

4. LMCC, LLC will offer an annual diversity training for employees to understand diversity and its definition, to develop a standard for working with and serving people from diverse populations, and to address strategies for dealing with interpersonal conflicts and addressing differences within the various diverse demographics.

Measurements:

Six months after opening and again prior to the first yearly renewal of its license, LMCC, LLC will conduct a comprehensive written evaluation of the goals and programs outlined above. Such comprehensive written evaluation will be available to the Commission.

In addition, if the comprehensive written evaluations show that LMCC, LLC is not meeting its goals, then it will readjust programs the following year based on the evaluations in order to meet its goals. It will again conduct a six month and again prior to the yearly renewal comprehensive written evaluations that will be available to the Commission.

If the comprehensive written evaluations show that LMCC, LLC is meeting its goals, then a comprehensive written evaluation will be conducted yearly prior to the yearly renewal of its license. If the annual evaluations show that LMCC, LLC is not meeting its goals, then it will adjust the programs based on the evaluations in order to meet the goals. Such evaluations will be available to the Commission.

It is LMCC LLC's ("LMCC") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs. We are dedicated to attracting and supporting a diverse workforce and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, sexual orientation, physical ability, political affiliation, and intellectual perspective. LMCC LLC recognizes that the progress and success of this Diversity Plan must be documented and assessed annually upon renewal of the license with the CCC.