



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283332  
Original Issued Date: 07/15/2021  
Issued Date: 07/13/2023  
Expiration Date: 07/15/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Low key LLC

Phone Number: 617-894-2266      Email Address: jeff@lowkeydispensary.com  
Business Address 1: 1601 Blue Hill Avenue, Suite 201      Business Address 2:  
Business City: Boston      Business State: MA      Business Zip Code: 02126  
Mailing Address 1: 1601 Blue Hill Avenue, Suite 201      Mailing Address 2:  
Mailing City: Boston      Mailing State: MA      Mailing Zip Code: 02126

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: yes  
Priority Applicant Type: Economic Empowerment Priority  
Economic Empowerment Applicant Certification Number: EE202286  
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?:  
no  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 70      Percentage Of Control: 70  
Role: Owner / Partner      Other Role: CEO  
First Name: Jeff      Last Name: Similien      Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity: Boston

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30

Percentage Of Control:

30

Role: Owner / Partner

Other Role:

First Name: Robert

Last Name: Nichols

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Robert

Last Name: Nichols

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$25000

Percentage of Initial Capital: 20

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: Jeff

Last Name: Similien

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$100000

Percentage of Initial Capital: 80

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 571B Washington st

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02124

Approximate square footage of the establishment: 1703

How many abutters does this property have?: 10

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Marijuana Dispensary Public Meeting Notice 571B Washington.pdf	pdf	5fe2ab5944f61c07f67fd1d3	12/22/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5fe2abb7841ecf07f32a9453	12/22/2020
Certification of Host Community Agreement	HOST COMMUNITY AGREEMENT CERTIFICATION FORM.pdf	pdf	601803444cfbf7366ef3bfb5	02/01/2021
Community Outreach Meeting Documentation	COMMUNITY OUTREACH MEETING ATTESTATION FORM.pdf	pdf	601803a3eabbc336a11f4cbd	02/01/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6047d9888d09dc35cbc0d64d	03/09/2021
Community Outreach Meeting Documentation	Receipt-Community-Outreach-Meeting.pdf	pdf	6047d9a6183b5235aa44e05d	03/09/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6048da364e7ce735949cf010	03/10/2021
Community Outreach Meeting Documentation	Attachement C.pdf	pdf	6080a7bc8d8557457dbba281	04/21/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Lowkey-Dispensary-Positive-Impact-Plan-Draft-Final.pdf	pdf	60635c95e5be0207aec74ae2	03/30/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

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

##### Individual Background Information 2

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

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Good standing 2020.pdf	pdf	5fd503ea925f52079a1f3fc5	12/12/2020
Articles of Organization	Filling for 2020-Articles of Organization.pdf	pdf	6032a80effb50c07eaff936f	02/21/2021
Department of Revenue - Certificate of Good standing	O.P.P Unemployment.pdf	pdf	6033c5d7e8348307b312bf50	02/22/2021
Bylaws	MA MULTI MEMBER LLC OPERATING AGREEMENT (Jeff Similien) copy.pdf	pdf	6037c82b58692907c581b6cf	02/25/2021
Department of Revenue - Certificate of Good standing	Good Standing-DOR.pdf	pdf	60418aff93441135c0c32298	03/04/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Lowkey 1 Employee Attestation -April 2023.pdf	pdf	64590efe23b809000833f184	05/08/2023
Department of Revenue - Certificate of Good standing	Lowkey 1Certificate of Good Standing- Tax Compliance - April 2023.pdf	pdf	6459174823b80900083404fc	05/08/2023
Secretary of Commonwealth - Certificate of Good Standing	Lowkey 1 Certificate of Good Standing Commonwealth-April 2023.pdf	pdf	6459175823b8090008340513	05/08/2023

Massachusetts Business Identification Number: 001391275

Doing-Business-As Name:

DBA Registration City: Boston

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	LOWKEY DISPENSARY-business plan.pdf	pdf	604a6041b64912358e314b46	03/11/2021
Business Plan	Lowkey-Close Associate-2022.pdf	pdf	62702565560e3c000887fd02	05/02/2022
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_LOWKEY_LLC.pdf	pdf	62771223560e3c00088f20f7	05/07/2022
Proposed Timeline	Lowkey1Timeline_Retail-Dorchester-Updated-2023.pdf	pdf	645d7e4b23b8090008395252	05/11/2023

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Record Keeping procedures	- Operations - Record-keeping SOP.pdf	pdf	5fe20d1509cfae0810fd15f1	12/22/2020
Dispensing procedures	- Operations - Dispensing Procedures SOP.pdf	pdf	5fe20d9b2027b107e8dc70a7	12/22/2020
Plan for obtaining marijuana or marijuana products	Lowkey, LLC - Sira Supply Letter 12.10.20.pdf	pdf	5fe20e1a841ecf07f32a91cb	12/22/2020
Restricting Access to age 21 and older	21+ Policy.pdf	pdf	5fe20f472027b107e8dc70be	12/22/2020
Maintaining of financial records	Financial Records Maintenance SOP_Retail.pdf	pdf	5fe20fa3b11eae07c3c5682f	12/22/2020
Personnel policies including background checks	Financial Records Maintenance SOP_Retail.pdf	pdf	5fe2aea216d57608051f9dcf	12/22/2020
Prevention of diversion	SOP Anti-Diversion Policy.pdf	pdf	5fe3e7b660fc2607ca6abf15	12/23/2020
Separating recreational from medical operations, if applicable	- Operations - Separating Medical from Recreational SOP.pdf	pdf	5fe3e81444f61c07f67fd500	12/23/2020
Energy Compliance Plan	Energy compliance plan.pdf	pdf	5fe3f0dee826e207c07da1a2	12/23/2020
Personnel policies including background checks	-Personal policies including background checks SOP.pdf	pdf	5fe3f52416d57608051fa131	12/23/2020
Storage of marijuana	- Operations - Storage and Handling SOP.pdf	pdf	5fe3f81d44f61c07f67fd50d	12/23/2020
Qualifications and training	- Operations - Qualificatons & Training SOP.pdf	pdf	5fe3f87736d86207eb967b5d	12/23/2020
Transportation of marijuana	- Operations - Transportation SOP.pdf	pdf	5fe3fa0b982b2307e1992855	12/23/2020
Inventory procedures	O.P.P Inventory Prodcedures.pdf	pdf	6032af89425ec707cc8171d2	02/21/2021
Quality control and testing	O.P.P. Quality Control and Testing Procedures.pdf	pdf	6032b01659c4f4079dbb27bb	02/21/2021
Plan for obtaining marijuana or marijuana products	O.P.P Obtaining Marijuana-Statement of licensed sources.pdf	pdf	6032bab6cb9ce807dbbd747a	02/21/2021
Qualifications and training	O.P.P Qualifications and Intended Trainings for Agents (1).pdf	pdf	603d0d284e7ce735949cce9d	03/01/2021
Personnel policies including background checks	O.P.P Personnel Policies-updated.pdf	pdf	604bbab593274435ba9e3495	03/12/2021
Security plan	O.P.P Security Plan RV (1) (1).pdf	pdf	6051454cb64912358e315c59	03/16/2021
Diversity plan	O.P.P Diversity Plan-Final.pdf	pdf	606b61ac3a37ef458c084755	04/05/2021

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close

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

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

I Agree

Notification:

I 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:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: The Establishment has not yet commenced operations and expects to commence operations in the fall of this year.

Further, the plan has been updated and replaced the home buyer and criminal record sealing programs.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: The Establishment has not yet commenced operations and expects to commence operations in the fall of this year.

#### HOURS OF OPERATION

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



## **Notice of Public Meeting**

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

**Date: Monday, January 6, 2020**  
**Time: 6:00PM**  
**Location: The Great Hall,**  
**6 Norfolk St Dorchester, MA 02124**

**The Proposed Cannabis Establishment is anticipated to be located at:**

**571B Washington St, Dorchester, MA 02124**

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

If you have any questions about this meeting or have comments about the proposal please contact:

Christine Brandao  
Mayor's Office of Neighborhood Services  
[christine.brandao@boston.gov](mailto:christine.brandao@boston.gov)  
617-635-1880

*Please note, the City does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the community's positions on this proposal. This flyer has been dropped off by the proponents per the city's request*



## **Plan to Remain Compliant with Local Zoning**

### **Retail Marijuana Establishment**

#### **Purpose:**

The purpose of this plan is to outline how Lowkey LLC will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Retail Marijuana Establishment at 571B Washington st Dorchester 02126 Massachusetts which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

#### **Background:**

The Town of City Of Boston enacted a Zoning Bylaw that established zoning restrictions for Adult-Use Retail Marijuana Establishments. A marijuana establishment shall only be allowed by special permit from the Planning Board in accordance with MGL c. 40A, §9, and these Zoning Bylaws, including §415-89, are subject to the following regulations, requirements and conditions.

Article VIII, §§ 415-58 and 415-89 of the [LOCAL] Zoning Bylaw allow adult use retail establishments in the Retail zoning district with a special permit issued by Special Permit by the Planning Board. Our location 571B Washington St Dorchester MA 02126 is compliant with all other requirements outlined in the Bylaw. Lowkey LLC has also executed a Host Community Agreement with the Town of Dorchester and received its Special Permit.

#### **Plan:**

Lowkey LLC is currently and fully compliant with the requirements outlined in the Bylaw and Special Permit. It is the intention of Lowkey LLC. to remain compliant with all relevant local codes, and Bylaws applicable to a Retail Marijuana Retail Establishment.

In addition to Lowkey LLC remaining compliant with the existing Boston Zoning Bylaw, our executive management team and General Counsel will continually engage with the Town of Boston to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

2. Name of applicant’s authorized representative:

3. Signature of applicant’s authorized representative:

4. Name of municipality:

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



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



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

8. Host community agreement execution date:



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

**Dorchester Reporter**

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.





Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



# NOTICE OF PUBLIC MEETING



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

**Date:** Thursday, January 6, 2020  
**Time:** 6:00 PM  
**Location:** The Great Hall  
6 Norfolk St, Dorchester, MA 02124

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The proposed Cannabis Establishment is anticipated to be located at:  
**571B Washington St, Dorchester, MA 02124**

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

If you have any questions about this meeting or have comments about the proposal please contact:

Christine Brandao  
Major's Office of Neighborhood Services  
christine.brandao@boston.gov  
617-635-1880

*Please note, the City does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the community's positions on this proposal. This flyer has been dropped off by the proponents per the city's request.*

Thank you for your business. Your receipt details are below:

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Date 12/18/2019

Time 12:12 PM EST

Trans Type Sale

Customer ID

Account \*\*\*\*\*0339

Exp Date \*\*\*\*

Issuer MASTERCARD

Name Jeff Similien

Invoice#

PO#

Subtotal \$165.00

Total Amt \$165.00

Street PO Box 412

City Milton

Zip 02186

Entry Method Manual

Result APPROVED

AuthCode 089579

Message APPROVAL

PNRef 359092899

CommercialCard True

CVResult Match

AVSResponse Address Match + 5 Zip

Description D52 Lowkey LLC Cannabis Dispensary Public Meeting

Boston Neighborhood News Inc

Dorchester Reporter, Mattapan Reporter, Boston Irish Reporter, Boston Haitian Reporter

150 Mt. Vernon St, Ste 550

Dorchester, MA 02125

# NOTICE OF PUBLIC MEETING



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(Monday 12/30/2019)

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(Domestic)  
FORESTDALE, WA 92644

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 USPS Certified Mail  
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 USPS Certified Mail  
 (70183090000004271965)  
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 (Domestic)  
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 Estimated Delivery  
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 USPS Certified Mail  
 (70183090000004271972)  
 First-Class Mail®  
 Letter  
 (Domestic)  
 DORCHESTER CENTER, MA  
 Weight: 0 Lb 0.50 Oz  
 Estimated Delivery  
 Monday 12/30/2019  
 Certified  
 USPS Certified Mail  
 (70183090000004271965)  
 First-Class Mail®  
 Letter  
 (Domestic)  
 DORCHESTER CENTER, MA  
 Weight: 0 Lb 0.50 Oz  
 Estimated Delivery  
 Monday 12/30/2019  
 Certified









Ezinne Adibe Ranger <ezinne@lowkeydispensary.com>

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## Lowkey Renewal Application - Record Request - (MR283332)

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**Ezinne Adibe Ranger** <ezinne@lowkeydispensary.com>

Mon, May 1, 2023 at 8:40 AM

To: Robert Arcangeli <robert.arcangeli@boston.gov>, Jasmin Winn <jasmin.winn@boston.gov>, Chulan Huang <chulan.huang@boston.gov>, Alia Forrest <alia.forrest@boston.gov>, Cannabis Board <cannabisboard@boston.gov>

Cc: Jeff Similien <jeff@lowkeydispensary.com>

Bcc: Ezinne Adibe Ranger <ezinne@lowkeydispensary.com>

Good Morning,

I hope this email finds you all well.

Please find attached a letter requesting records of any costs incurred on the city that are reasonably related to the operation of Lowkey Dispensary (MR283332), located at 571B Washington St, Dorchester, as part of our renewal application requirement.

Although Lowkey Dispensary is not yet operational, we are sending this communication per the CCC's request to send out this letter.

We look forward to your response soon. Thank you in advance for your time.

Regards,

--

**Ezinné Adibe Ranger, Esq.**  
**Lowkey Dispensary LLC**



**Municipal Correspondence Letter Lowkey 1- April 2023-.pdf**

155K



Ezinne Adibe Ranger <ezinne@lowkeydispensary.com>

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## Lowkey Renewal Application - Record Request - (MR283332)

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**Jasmin Winn** <jasmin.winn@boston.gov>

Mon, May 1, 2023 at 10:14 AM

To: Ezinne Adibe Ranger <ezinne@lowkeydispensary.com>

Cc: Robert Arcangeli <robert.arcangeli@boston.gov>, Chulan Huang <chulan.huang@boston.gov>, Alia Forrest <alia.forrest@boston.gov>, Cannabis Board <cannabisboard@boston.gov>, Jeff Similien <jeff@lowkeydispensary.com>

Hi Ezinne

There are no municipal costs associated with Lowkey, LLC at [571 Washington St, Dorchester](#) at this time. Please send future correspondence only to [cannabisboard@boston.gov](mailto:cannabisboard@boston.gov).

Best,  
Jasmin

[Quoted text hidden]

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## Jasmin Winn

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Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | [1 City Hall Square, Room 809, Boston, MA 02201](#)



**SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).**

Please note: This is a City of Boston email account and the content of this message is public record.



April 25, 2023

Dear City of Boston,

Lowkey, LLC d/b/a/ Lowkey Dispensary ("Marijuana Establishment") (License No. MR283332), submits this request for the records of any costs imposed on the city that are reasonably related to the operation of herein mentioned Marijuana Establishment.

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.

Name of Lowkey, LLC Authorized Signatory Jeff Similien

Signature 

Signed this 30 day of April, 2023

1601 Blue Hill Ave Suite 201

Boston MA 02126

LowkeyDispensary.com



April 25, 2023

Dear City of Boston,

Lowkey, LLC d/b/a/ Lowkey Dispensary ("Marijuana Establishment") (License No. MR283332), submits this request for the records of any costs imposed on the city that are reasonably related to the operation of herein mentioned Marijuana Establishment.

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.

Name of Lowkey, LLC Authorized Signatory Jeff Similien

Signature 

Signed this 30 day of April, 2023

1601 Blue Hill Ave Suite 201

Boston MA 02126

LowkeyDispensary.com



## **Plan for Positive Impact**

### **Intent**

Lowkey Dispensary, LLC is committed to allowing people from areas of disproportionate impact, have a positive experience from our Marijuana Establishments. Our first expected location will be at 571B Washington Street in the culturally rich town of Dorchester in the Codman Square neighborhood. Dorchester is located in Boston, which is one of the 29 communities designated as “areas of disproportionate impact” meaning these areas have been disproportionately affected by cannabis prohibition and enforcement. Further, the location of our Marijuana Establishment is in Census Tract 923, which is listed on the Guidance’s published list of tracts that meet such a criteria of impact. Areas impacted by Establishment cover tracts 813-815; 817-821; 901-908; 917-919; 922-924; 9803; 1001-1005; 1009; 1010.01; 1010.02; 1011.01; 1011.02.

The neighborhood of Dorchester is poised to benefit substantially from our Marijuana Establishment. Specifically, we aim to infuse tangible value into this community through our plan to re-invest a portion of our revenue into the community, as described in this Positive Impact Plan. Further, we will create pipelines for success for Lowkey employees through our homeownership incubator program and our partnerships to facilitate criminal record sealing for our employees, and the greater Dorchester community at large. Our Positive Impact Plan will adhere to the requirements set forth in 935 CMR 500.105(4), such as advertising, branding, marketing and sponsorships that are displayed in a clear and non-deceptive manner; and ensuring advertisements include the statements, “Please Consume Responsibly”, “For use only by adults 21 years of age or older. Keep out of the reach of children,” and “Marijuana should not be used by women who are pregnant or breastfeeding.” Further, actions of Lowkey’s Marijuana establishment and programs instituted will not violate the Commission’s regulations regarding limitations on ownership or control or other applicable laws. The progress or success of this Plan shall be documented upon renewal and each year thereafter.

### **Goals**

1. **Recruitment and Hiring** – Create jobs from areas of disproportionate impact with a progressive compensation structure, employee benefits and growth opportunities that provide a living wage. Our goal is to hire at least 51% of our workforce from Boston. Within that percentage of Boston employees, our goal is to hire at least 80% from the town of Dorchester.
2. **Home Buyer and Community Education Programs** – Our goal is to create an annual home buyer course for selected employees who will complete a mandatory home buyer/ real estate education course and, at the end of the course, receive \$4,000 from Lowkey to be used toward their home purchase closing costs. Our education programs will focus on community education about drug abuse prevention and entrepreneurial education. We will earmark \$100,000 to facilitate these educational programs, spread out over five years.
3. **Criminal Record Sealing Services** – Our goal is work with the CORI Unit at Greater Boston Legal Services to facilitate Know Your Rights workshops hosted in the Dorchester community and connect attendees with GBLS attorneys who provide pro-bono criminal record sealing services. We anticipate that at least 5-10 individuals will have access to these pro-bono criminal record sealing services annually. Lowkey will count the individuals who utilize the pro-bono criminal record sealing services to ensure that at minimum five (5) individuals receive such services annually.

### **Programs**

#### **Recruitment and Hiring Program**

Providing opportunities for gainful employment is a primary driver in helping populations disproportionately affected by marijuana prohibition. Working with Viridity Group, a human resources organization, Lowkey’s hiring process will focus on hiring a workforce drawn from the Boston community, with heightened attention to the Dorchester-Codman Square neighborhood.





Lowkey understands the importance of having a workforce that draws from disproportionately adversely impacted populations within the larger workforce. As such, Lowkey will employ members of the Boston community who have past drug convictions and /or residents with parents or spouses who have drug convictions.

Our employee packages will include a minimum \$18 per hour starting salary with room for growth, health benefits coverage, and subsidy for MBTA passes for each employee. We expect to hire a total of 15 employees (full and part-time).

To achieve our recruitment and hiring goals, we will:

1. Work with Viridity Group to source talent from the above listed groups who will go through a standard hiring process.
  - a. At least eight (8) of the 15 full and part-time employees hired to work for Lowkey will be Boston residents.
  - b. Of the eight (8) Boston residents hired, 7 will be residents of the Dorchester community.
  - c. We plan to not only use Viridity Group's employee services to recruit prospective employees, but also, advertise employment opportunities on the Lowkey website, and through flyer in Dorchester's Codman Square.
    - i. We plan to implement this hiring program 60 days prior to our expected opening date.
    - ii. We will hold a job fair at The Co-Pad space 45 days prior to our expected opening date.
    - iii. Subsequent job fairs will occur on an annual basis. We will post job openings annually in on Indeed.com and the Boston Bulletin Newspaper encouraging Massachusetts residents who have past drug convictions for employment. Of the at least eight (8) Boston employees, Lowkey will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal. Further, we expect to maintain a relationship with Viridity Group to assist us in recruitment and hiring efforts. Our hiring program will not violate the Commission's regulations with respect to the limitations on ownership or control or other applicable state laws.
    - iv. All job postings will explicitly promote the hiring priorities of this plan and encourage individuals who fall into the plan populations to apply.
2. Hiring preference will be given to individuals who meet the criteria of the plan.

#### Home Buyer and Education Programs

Our employee home buyer program will work with selected employees to complete a home buyer course taught by a certified home buyer instructor. At the successful completion of the program, these employees will receive first home buyer certificates and \$4,000 each from Lowkey to be applied towards their closing costs.

1. Employees selected for the program will be selected based on a raffle system. 3-4 employees will be selected annually for this program
2. Successful completion is defined by (1) attending all assigned class dates, with employees allowed to miss one date for medical or other emergency reasons, (2) completion of all in-class and homework assignments, (3) receipt of a first home buyer certificate
3. In addition to completing the course, the employee must hire as their buyer agent, an agent from Boston Trust Realty Group in order to receive the \$4,000 closing costs.
4. Lowkey will count the number of individuals selected annually for this program. This number will be assessed to ensure that at least three (3) employees are selected annually for this program. Lowkey will keep track of those selected for the program and the percentage that successfully complete the program.

Our education programs will focus on community education on drug abuse prevention and entrepreneurial education through quarterly held workshops held at The Co-Pad space. The entrepreneurial education sessions will target those who have criminal record histories that resulted in a conviction. These sessions will provide informational resources for prospective and current small business owners



who have the aforementioned criminal record histories that guide them on grants and other programs for business owners, ways to seal their criminal record, and how to structure their business plans.

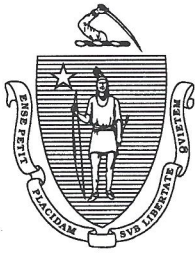
#### Criminal Record Sealing Services

Lowkey Dispensary understands that barriers to employment exist for populations with criminal record histories. As such we will work with the CORI Unit at Greater Boston Legal Services to connect these populations with legal education and services, with a path to sealing or expunging their criminal records.

1. Lowkey will sponsor at least two Know Your Rights workshops annually led by attorneys and other advocates from the CORI Unit.
2. These sessions will be held at The Co-Pad space in Mattapan where practical, or at locations agreed upon between Lowkey and GBLS, with specific attention given to hosting in Dorchester and Mattapan communities.
  - a. Attendees will have the opportunity to speak with a GBLS attorney about having their criminal records sealed and provided ways to follow up and get the process started, such as recording their contact information and providing it to GBLS and also providing contacts for CORI-GBLS attorneys.

We believe that by hiring locally, engaging in community projects and giving back, we will empower those who have been disproportionately affected by cannabis prohibition, the change their lives and create a lasting legacy. Through these efforts, Our team at Lowkey Dispensary will use our influence and reach to affect positive change in the Dorchester Neighborhood and beyond.





William Francis Galvin  
Secretary of the  
Commonwealth

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

November 24, 2020

TO WHOM IT MAY CONCERN:

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

**LOWKEY LLC**

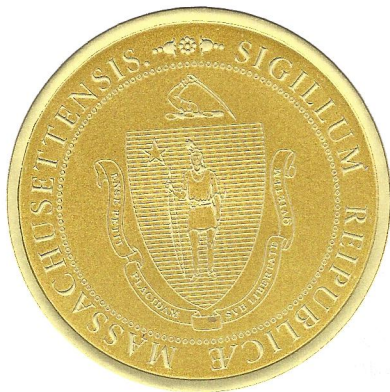
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 15, 2019.**

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: **JEFF SIMILIEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JEFF SIMILIEN, ROBERT NICHOLS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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: \$500.00

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

**Annual Report**

(General Laws, Chapter )

**Identification Number:** 001391275

**Annual Report Filing Year:** 2020

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

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

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

No. and Street: 1601 BLUE HILL AVENUE  
SUITE 201  
 City or Town: BOSTON State: MA Zip: 02126 Country: USA

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

No. and Street: 1601 BLUE HILL AVENUE  
SUITE 201  
 City or Town: BOSTON State: MA Zip: 02126 Country: USA

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

RETAIL BUSINESS ASSET ACQUISITION, OWNERSHIP, AND MANAGEMENT, AND ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH.

**4. The latest date of dissolution, if specified:** 12/30/2099

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

Name: JEFF SIMILIEN  
 No. and Street: 481 CENTRAL AVE  
 City or Town: MILTON State: MA Zip: 02186 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	JEFF SIMILIEN	1601 BLUE HILL AVENUE BOSTON, MA 02126 UNI

**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.**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ROBERT NICHOLS	1601 BLUE HILL AVENUE, SUITE 201 BOSTON, MA 02126 UNI

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

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

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of July, 2020,**  
**JEFF SIMILIEN , 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:

July 30, 2020 01:01 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*



## **Operating Policies and Procedures**

### **Unemployment**

#### **Lowkey LLC**

#### **MRN283332**

Lowkey LLC hasn't hired their first employees yet but will apply with DUA once lowkey has hired their first employee.

- First employee should be hired approximately August 2021.

**LOWKEY, LLC**  
**MASSACHUSETTS LIMITED LIABILITY COMPANY**  
**OPERATING AGREEMENT**  
**MANAGER MANAGED**

EFFECTIVE DATE: JULY 19, 2020

PARTIES: Jeff Similien & Robert Nichols

RECITAL: The parties to this agreement (the "Members") are entering into this agreement for the purpose of forming a limited liability company under the Business Corporation Act of the Commonwealth of MASSACHUSETTS (the "Act").

**AGREEMENTS:**

**1. FORMATION**

1.1 Name. The name of this limited liability company (the "Company") is Lowkey, LLC.

1.2 Articles of Organization. Articles of organization for the Company were filed with the Secretary of Commonwealth of MASSACHUSETTS on July 19, 2020.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at 1601 Blue Hill Avenue suite 201, Boston, MA 02126, USA but it may be relocated by the Members at any time.

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 1601 Blue Hill Avenue suite 201, Boston, MA 02126, USA and the name of its initial resident agent for service of process at that address will be Jeff Similien. The Company's designated office and its agent for service of the process may only be changed by filing a notice of the change with the Secretary of Commonwealth of MASSACHUSETTS in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in the RETAIL SALES The Company has the power to do all things necessary, incident, or in furtherance of that business.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

**2. MEMBERS, CONTRIBUTIONS AND INTERESTS**

2.1 Initial Members. The names and addresses of the Members of the Company, the amounts

of their initial capital contributions, and their initial Ownership Interests are stated in ***Schedule A: Capital Contribution***. Each Member's Ownership Interest at any time will be determined by the ratio of the Member's aggregate capital contributions to the aggregate capital contributions of all Members.

2.2 **Initial Capital Contributions**. The initial capital contributions of and must be paid to the Company, in cash, immediately after all parties have signed this agreement. The initial capital contribution of Member must be made by transferring to the Company the assets listed on the attached Schedule A. The transfer of the assets must be made immediately after all parties have signed this agreement by Member executing and delivering to the Company such documents as may be necessary to transfer the assets listed on the attached Schedule A to the Company free and clear of all liens and encumbrances. The transfer documents must include warranties of title and good right to transfer.

2.3 **Additional Members**. Except as otherwise provided in the section of this agreement relating to substitution, additional Members of the Company may be admitted only with the consent of all Members and by the Joinder Agreement in ***Schedule B: Joinder Agreement***.

2.4 **Additional Contributions**. Except as otherwise provided in the Act, no Member will be required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the Members only with the Members' unanimous approval. If the Members approve additional capital contributions, the Members must set a maximum amount for such contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute a pro-rata share of the maximum based upon the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro-rata share of the maximum, the other Members may contribute the difference on a pro-rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

2.5 **No Interest on Capital Contributions**. No interest will be paid on capital contributions.

2.6 **Capital Accounts**. An individual capital account will be maintained for each Member. A Member's capital account will be credited with all capital contributions made by the Member and with all income and gain (including any income exempt from federal income tax allocated to the Member. A Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) allocated to the Member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2)(iv).

2.7 **Third Party Loans**. In the event that the LLC requires additional funds to carry out its purposes, conduct its business or meet its obligations, or to make any expenditure authorized by this Agreement, the LLC may borrow funds from such third party lender(s) on such terms and conditions as may be acceptable to the Managers.

2.8 **Voluntary Loans**. In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this

Agreement, and additional funds are not available from third parties pursuant to Section 2.7 on terms acceptable to the Managers in their sole discretion, any Member may, but shall not be obligated to, a loan such funds to the LLC. Any loan made pursuant to this Section 2.8 (a “Voluntary Loan”) shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall not violate the LLC's other loan or contractual arrangements; shall bear interest, shall be on such terms and conditions and repaid as the Managers shall determine. Voluntary loans may be made prior to and/or given priority to prior third-party loans and upon such terms and conditions as the Managers shall unanimously approve in writing.

### 3. ALLOCATION OF PROFITS AND LOSSES

3.1 Determination. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for tax-exempt or partially tax-exempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under IRC §703(a)(1) will be included in the net profit or net loss of the Company.

3.2 Allocation of Net Profits and Net Losses. The net profit or net loss of the Company for a fiscal year will be allocated among the Members in proportion to their Ownership Interests.

3.3 Allocations Solely for Tax Purposes. In accordance with IRC §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by the action of the Members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's capital account, the allocable share of the net profits and net losses of the Company, or right to distributions.

3.4 Prorates. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Ownership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular Ownership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Members may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Ownership Interests, during each segment based upon their Ownership Interests during that segment.

### 4. DISTRIBUTIONS



4.1 Distributions to Pay Taxes. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members. During each fiscal year, the Company must distribute an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times (b) the amount of the taxable income of the Company allocated to all Members for that fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Additional Distributions. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Members determine.

4.3 Allocation of Distributions. All distributions to pay taxes and additional distributions must be made to Members in proportion to their Ownership Interests.

## 5. ADMINISTRATION OF COMPANY BUSINESS

5.1 Management. All Members have the right to participate in the management and conduct of the Company's business. Subject to the limitations imposed by this agreement or by the action of the Members, each Member is an agent of the Company and has the authority to bind the Company in the ordinary course of the Company's business. For the purposes of this Agreement, the Company's business shall be listed as: RETAIL SALES

5.2 Actions by Members. Except as otherwise provided in this agreement, all decisions requiring action of the Members or relating to the business or affairs of the Company will be decided by the affirmative vote or consent of Members holding a majority of the Ownership Interests. Members may act with or without a meeting, and any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

5.3 Approval of Other Members Required. In addition to the other actions requiring unanimous Member approval under the terms of this agreement, no Member has authority to do any of the following without the prior written consent of all other Members:

5.3.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

5.3.2 To merge the Company with any other entity;

5.3.3 To amend the articles of organization of the Company or this agreement;

5.3.4 To incur indebtedness by the Company other than in the ordinary course of business;

5.3.5 To authorize a transaction involving an actual or potential conflict of interest between a Member and the Company;

5.3.6 To change the nature of the business of the Company; or

5.3.7 To commence a voluntary bankruptcy case for the Company.

5.4 Devotion of Time; Outside Activities. Each of the Members must devote so much time and attention to the business of the Company as the Members agree is appropriate. Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may, without the consent of all other Members, enter into any business or investment activity that is competitive with the business of the Company or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company.

5.5 Compensation and Reimbursement. Members who render services to the Company are entitled to such compensation as may be agreed upon by the Members from time to time. Any compensation paid to a Member for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Member. Members are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

5.6 Self Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Members. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

## **6. ACCOUNTING AND RECORDS**

6.1 Books of Account. The Members must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a Register showing the current names and addresses of the Members; (d) a copy of the Company's articles of organization and any amendments thereto; (e) this agreement and any amendments thereto; (f) minutes of any meetings of Members; and (g) consents to action by Members. Each Member will have access to all such books and records at all times.

6.2 Fiscal Year. The fiscal year of the Company will be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, Company must deliver to each Member an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

6.4 Tax Returns. The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within ninety (90) days after the end of each fiscal year, the Company must deliver to each Member a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during the fiscal year.

6.5 Tax Matters Partner. The Members must designate one of the Members as the tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep such designation in effect at all times. The Company's Tax Matters Partner is Jeff Similean.

6.6 Taxation as Partnership. The Managers shall make any and all elections and take any and all other actions necessary to cause the Company to be taxed as a partnership under the Code. Notwithstanding the use of officers or other corporate positions or terminology herein shall be construed as an election on the part of the LLC to be taxed like a corporation. In the event that the Company's counsel or accountants advise that, as a result of any change in applicable laws or regulations, or administrative or judicial interpretations thereof, or otherwise, it is necessary or desirable to amend the terms of this Agreement or of the Articles of Organization in order to preserve or protect the Company's treatment as a partnership for tax purposes, then the Managers shall make such amendments to this Agreement or the Articles of Organization, as the case may be, that preserve and protect such partnership status, and which secondarily preserve the economic arrangement among the parties to the greatest extent possible, and which preserve the management structure of the Company to the greatest extent possible; and all Managers shall agree to vote for and approve any such amendments.

## 7. DISSOCIATION AND DISSOLUTION

7.1 Withdrawal. A Member may withdraw from the Company only after giving notice of withdrawal to the other Members at least ninety (90) days prior to the effective date of the withdrawal.

7.2 Expulsion. A Member may be expelled from the Company by an affirmative vote of the Members holding a majority of the Ownership Interests held by Members other than the expelled Member if the expelled Member has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company, or the expelled Member has willfully or persistently committed a material breach of the articles of organization of the Company or this agreement or has otherwise breached a duty owed to the Company or to the other Members to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with that Member. The right to expel a Member under the provisions of this section does not limit or adversely affect any right or power of the Company or the other Members to recover any damages from the expelled Member or to pursue other remedies permitted under applicable law or in equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any

amounts otherwise distributable or payable to the expelled Member.

**7.3 Events of Dissolution.** Except as otherwise provided in this agreement, the Company will dissolve upon the earliest of: (a) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any Member; (b) approval of a dissolution of the Company by unanimous consent of the Members; or (c) at such time as the Company has no members.

**7.4 Effect of Member's Dissociation.** Within one hundred & twenty (120) days following the death, permanent disability, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a Member, the other Members (whether one or more) may elect to continue the Company by themselves or with others, and to cause the Company to purchase the interest of the dissociating Member pursuant to the provisions of the sections of this agreement relating to purchase price and payment for member's interest. Making the election is in the sole discretion of the other Members and requires the consent of other Members holding a majority of the Ownership Interests held by the other Members. Notice of the election must be given in writing to the dissociating Member or the dissociating Member's successor in interest promptly after the election is made. If the other Members do not so elect, the Company will be dissolved.

**7.5 Purchase Price.** If the other Members elect to cause the Company to purchase the interest of a dissociating Member under the section of this agreement relating to the effect of member's dissociation, the purchase price of the dissociating Member's interest in the Company will be determined by agreement between the other Members (acting by vote) and the dissociating Member. If an agreement on the purchase price is not reached within 30 days following the election to purchase the interest of the dissociating Member, the interest must be valued by a third party appraiser selected by the other Members who are reasonably acceptable to the dissociating Member and the purchase price will be the value determined in that appraisal. In appraising the interest to be purchased, the appraiser must determine the fair market value of the interest as of the date of the event of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon a sale of the Company as a valid concern. The appraiser must also consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 120 days following the election to purchase the interest of the dissociating Member, either the other Members or the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest of the dissociating Member in accordance with the standards set forth in this section, and the purchase price will be the value determined in that appraisal.

**7.6 Payment for Member's Interest.** The purchase price for the interest of a Member purchased under the section of this agreement relating to the effect of member's dissociation will be paid as follows:

7.6.1 The purchase price will bear interest from the date of the election of the other Members to purchase the dissociating Member's interest at the prime rate of interest in effect on the date of the election as quoted in The Wall Street Journal or, if that publication is not available, another reputable national publication selected by the other Members that are

reasonably acceptable to the dissociating Member.

7.6.2 The purchase price will be payable in accordance with the terms of a promissory note of the Company providing for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each month thereafter until the promissory note is paid in full. The promissory note will bear interest from the date of the closing at the rate specified above. The promissory note must provide that if any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under the promissory note will be permitted at any time without penalty, provided that any partial prepayment will not affect the amount or regularity of payments coming due thereafter.

7.6.3 The purchase must be closed within thirty (30) days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Company must pay the accrued interest on the purchase price then due to the dissociating Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other Members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of each of the other Members in the Company equal to the Ownership Interest of the dissociating Member being purchased by the Company. These security agreement must be in a form reasonably acceptable to the attorney for the dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquiring the interest in the Company will be admitted as a member of the Company without further consent of the Members being required.

*As an example of the operation of this provision, if the Ownership Interest of a dissociating Member was 25% and there are three (3) other Members, each with an Ownership Interest of 25% before the EXIT of the dissociating Member, then each of the other Members would be granted a security interest in an Ownership Interest of 8-1/3% (25% / 3 members). The total Ownership Interest of all remaining Members would be 33-1/3% after the purchase of the dissociating Member's Ownership Interest by the Company.*

7.7 Effect of Purchase of Member's Interest. A dissociating Member will cease to be a Member upon the election of the other Members to cause the Company to purchase the dissociating Member's interest pursuant to the section of this agreement relating to the effect of member's dissociation. Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's interest

purchased in accordance with the terms of this agreement.

7.8 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term “dissociating Member” includes the dissociating Member’s successor in interest.

7.9 Buy/Sell Provisions. All Members shall be required to execute the Buy/Sell Agreement attached as Schedule C, the terms of which shall be incorporated herein by reference.

## 8. WINDING UP AND LIQUIDATION

8.1 Liquidation Upon Dissolution. Upon the dissolution of the Company, the Members must wind up the affairs of the Company unless the dissolution results from the dissociation of a Member and the other Members elect to continue the Company under the provisions of this agreement relating to the effect of member’s dissociation. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following the liquidation of the assets of the Company, the proceeds must be applied and distributed in the following order of priority:

8.1.1 To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities, and obligations owed to Members as creditors (except liabilities for unpaid distributions);

8.1.2 To any reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the Members, which reserves may be paid over to an escrow agent by the Members to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Members as provided below; and

8.1.3 To Members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to Members are made.

8.2 Distribution of Property in Kind. With the approval of the Members, the property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company’s accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as though the property distributed had been sold at fair market value on the date of distribution. If the property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company’s accounting purposes and to adjust the Members’ capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members’ capital accounts in the manner specified in the section of this agreement relating to capital accounts.

8.3 Negative Capital Accounts. If any Member has a negative balance in the Member’s capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

## 9. TRANSFER OF MEMBERS' INTERESTS

9.1 General Restrictions. No Member may transfer all or any part of such Member’s interest as

a member of the Company except as permitted in this agreement. Any purported transfer of an interest or a part of an interest in violation of the terms of this agreement will be null and void and of no effect. For purposes of this section a “transfer” includes a sale, exchange, pledge, or other disposition, voluntarily or by operation of law.

9.2 Permitted Transfers. A Member may transfer all or a part of the Member's interest in the Company with the prior written consent of all other Members. If the other Members do not consent to a particular transfer, the Member may transfer all or a part of the Member's interest if such interest or part has been tendered for sale to the Company in accordance with the section of this agreement relating to tender of interest, the tender has not been accepted within the time limit set forth in that section, the transfer is made to the transferee named in the notice of tender within 180 days after the notice of tender is effective, and the transfer is at a price and upon terms no more favorable to the transferee than those set forth in the notice of tender.

9.3 Tender of Interest. If a Member wishes to transfer all or part of the Member's interest in the Company and the other Members do not consent, the interest or the part to be transferred must be tendered to the Company by giving written notice of such tender to the Company. Such notice must contain the name and address of the proposed transferee, the price to be paid by the proposed transferee for the interest, if any, and the terms of the proposed transfer. If a Member's interest is transferred by operation of law, the successor in interest to the transferring Member may give the required notice of tender to the Company at any time following the transfer, and such successor in interest will be deemed to have given the notice of tender at the time any other Member gives notice to the successor in interest and to all other Members of the failure to give the notice of tender. Within 30 days after a notice of tender is given, the other Members may accept the tender on behalf of the Company and have the Company purchase the interest tendered for the lesser of the price set forth in the notice of Tender (if the proposed transfer is to be by sale) or the price applicable to the purchase of a Member's interest pursuant to the section of this agreement relating to the effect of member's dissociation. The tender must be accepted on behalf of the Company by giving notice of acceptance to the transferring Member or the transferring Member's successor in interest. The purchase may, at the option of the other Members, be on the terms set forth in the notice of tender, if any, or the terms set forth in the section of this agreement relating to payment for member's interest. For purposes of those provisions, the date of the acceptance of tender will be deemed to be the date on which the other Members elected to purchase the interest of a dissociating Member.

9.4 Effect of Tender. The Member tendering the interest will cease to be a Member with respect to the tendered interest upon acceptance of the tender by the Company. Thereafter, the Member tendering the interest will have no rights as a Member in the Company, except the right to have the tendered interest purchased in accordance with the terms of this agreement.

9.5 Substitution. If the interest of a Member is transferred, the transferee of the interest may be admitted as a Member of the Company if the transferee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this agreement. But the transferee is entitled to be admitted as a Member only if all of the other Members consent to the admission of the transferee as a Member, and this consent may be withheld reasonably or unreasonably. If a Member who is the only member of the Company transfers the Member's

entire interest, the transferee will be admitted as a Member of the Company effective upon the transfer without the requirement of an agreement to be bound by this agreement or consent. If the transferee is not admitted as a Member, the transferee will have the right only to receive, to the extent assigned, the distributions from the Company to which the transferor would be entitled. Such transferee will not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records of the Company.

## **10. INDEMNIFICATION AND LIABILITY LIMITATION**

10.1 Indemnification. Except as otherwise provided in this section, the Company must indemnify each of the Members to the fullest extent permissible under the law of the state in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprises. The Company may, by the action of the Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this section is not exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of Members, contract, or otherwise. But despite any other provision of this agreement, the Company has no obligation to indemnify a Member for:

10.1.1 Any breach of the Member's duty of loyalty to the Company;

10.1.2 Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

10.1.3 Any unlawful distribution under the Act; or

10.1.4 Any transaction in which the Member derives improper personal benefit.

10.2 Limitation of Liability. No Member of the Company is liable to the Company or to the other Members for monetary damages resulting from the Member's conduct as a Member except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

## **11. LEGAL REPRESENTATIVES & SUCCESSORS**

11.1 Legal Representative. In the event of the Manager, Jeff Similien 'disability as determined by a physician, the Legal Representative who shall assume all his duties and responsibilities of the LLC shall be Laura Similien. The Legal Representative shall assume all duties until the full recovery of the Member and/or pre-determined designated time. During this period, the Legal Representative shall be indemnified against all losses incurred for the LLC.

In the event of the Member, Robert Nichols's a disability as determined by a physician, the Legal Representative who shall assume all his duties and responsibilities of the LLC shall be Elizabeth Arroyo Nichols. The Legal Representative shall assume all duties until the full



recovery of the Member and/or pre-determined designated time. During this period, the Legal Representative shall be indemnified against all losses incurred for the LLC.

11.2. Successors. Upon the death of the Member Jeff Similien, the LLC is not to terminate, and shall immediately be transferred to the successor, Laura Similien and reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement.

Upon the death of the Member, Robert Nichols, the LLC is not to terminate, and shall immediately be transferred to the successor, Elizabeth Arroyo Nichols and reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement.

## 12. MISCELLANEOUS PROVISIONS

12.1 Meetings of the Managers & Advisory Board. The Managers shall meet annually in the first week of February of the fiscal year with the Advisory Board consisting of Attorney, Accountant and any other agreed upon Board member, at such times as agreed in writing. Managers may be present in person, by telephone, internet phone, or other media. At such meetings, the Managers shall review the applicability of the terms of this Agreement, and other corporate documents, including but not limited to: life insurance policies, disability policies, respective Ownership interests of the Members, financial solvency and any all other items that either Manager desire.

12.2 Amendment. The Members may amend or repeal all or part of this agreement by unanimous written agreement. This agreement may not be amended or repealed by the oral agreement of the Members.

12.3 Binding Effect. The provisions of this agreement will be binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. But this section may not be construed as a modification of any restriction on transfer set forth in this agreement.

12.4 Notice. Except as otherwise provided in other sections of this agreement, any notice or other communication required or permitted to be given under this agreement must be in writing and must be mailed by certified mail, return receipt requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the section of this agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the company must be addressed to its principal office. The address of a Member of the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's or the Company's giving written notice to the other Members and the Company. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

12.5 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

12.6 Additional Documents. Each Member must execute such additional documents and take

such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this agreement.

12.7 Counterparts. This agreement may be executed in two or more counterparts, which together will constitute one agreement.

12.8 Governing Law. This agreement will be governed by the law of the Commonwealth of Massachusetts in which the articles of organization of the Company has been filed.

12.9 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

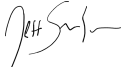
12.10 Third-Party Beneficiaries. The provisions of this agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

12.11 Authority. Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.

12.12 Counsel. This agreement has been drafted by (the “Attorney”), who represents in connection with the creation of the Company. and each understands that the Attorney can represent only one party in connection with this matter, that the Attorney represents and does not represent them, and that they have been advised by the Attorney that they should retain attorneys of their own choice in connection with this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Lowkey, LLC

By:   
\_\_\_\_\_  
Manager

By:   
\_\_\_\_\_  
Member

**SCHEDULE A TO OPERATING AGREEMENT OF  
Lowkey, LLC**

Name and Address of Members:	Percent Interest:	Capital Contribution:
Jeff Similien	70%	\$100,000
Robert Nichols	30%	\$25,000
Total:	100%	\$125,000



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1338371392  
Notice Date: February 24, 2021  
Case ID: 0-001-108-332



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LOWKEY LLC  
1601 BLUE HILL AVE STE 201  
BOSTON MA 02126-2110

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, LOWKEY 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, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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



**LOWKEY DISPENSARY**

Cannabis Retail

Jeff Similien

CEO and Founder

[Jeff@lowkeydispensary.com](mailto:Jeff@lowkeydispensary.com)

(617) 894-2266



2021

# BUSINESS PLAN

CANNABIS RETAIL

CREATED

March 10 2021

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# EXECUTIVE SUMMARY

## MANAGEMENT TEAM

Jeff Similien CEO

Robert Nichols COO

## KEY ADVISORS/BOARD MEMBERS

Sankeetha Selvarajah, ESQ

## FINANCIAL SUMMARY

Capital Raised: \$125,000.00 (Seed)

## EMPLOYEES

20

## FINANCING SOUGHT: \$ 2 MILLION

## INDUSTRY

Recreational Cannabis

## USE OF FUNDS

Acquisition Cost: \$ 900,000.00

Facility Build out: \$500,000.00

Operating Capital: \$495,000.0

## BUSINESS MODEL AND CUSTOMERS

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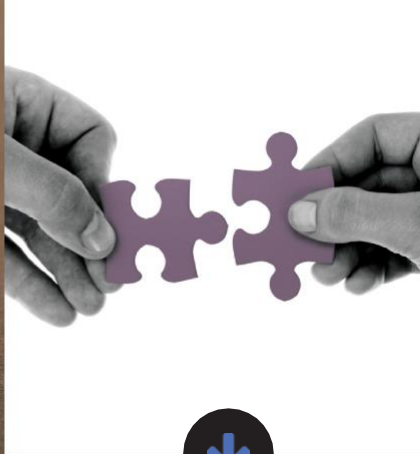
LowKey Dispensary will be a prime cannabis dispensary located in Boston MA. Our long-term Goal: Is to be a fully integrated company that cultivates, processes, & delivers to our retail stores and retail partners. Our focus is on community building, aside from providing jobs for our employees we also want to educate them on financial literacy and homeownership by offering educational programs and on-site professionals to assist them through the process.





## BUSINESS SUMMARY

Provide unparalleled retail experience with superior service and unique brands.



## PROBLEM & SOLUTION

Cannabis in general still has a negative stigma. We intend to influence change while by way of education.



## PRODUCTS AND SERVICES

LowKey Dispensary will focus on organic growth. Lowkey is planning on applying for their Cultivation license in the neighborhood of Hyde Park.



**LowKey Dispensary is a cannabis brand and dispensary that aims to bring change, and financial stability to their community.**

## COMPETITION

Currently, there are 130 pending applications in the state of Massachusetts hoping to get a license to operate a legal dispensary. Many of those applicants are Planning to open in Eastern Massachusetts.



# COMPANY SUMMARY

**LowKey LLC.** is a cannabis license holding company in Boston, Massachusetts. Lowkey Dispensary was recently granted a Host Community Agreement for a dispensary in the neighborhood of Dorchester. Lowkey Cultivation is also applying for cultivation and processing license in the neighborhood of Hyde Park.

**Company Background:** Jeff Similien founded LowKey Dispensary in 2018 and we pride ourselves for being a black owned company. What sets us apart is that we own our cannabis licenses and the real estate where we operate; our goal is to provide you with an in-house experience from seed to sale. We take pride in our local in-house cultivation, and incredible lineup of strain-specific products. Lowkey Dispensary is a local Dispensary focused on community development. We aim to level up the Codman Square community by creating career opportunities for the local residents. Our goal is to work with our community groups to educate and hire our residents and provide them with the tools and resources to have a long-lasting career in the cannabis industry.

**Our long-term Goal:** Is to be a fully integrated company that cultivates, processes, & delivers to our retail stores and retail partners. Our focus is on community building, aside from providing jobs for our employees we also want to educate them on financial literacy and homeownership by offering educational programs and on-site professionals to assist them through the process.

**Management Team:** Our team has over a decade of experience in business management and aims to build strong relationships and strategic partnerships with existing national entities to oversee the operations.

**Location:** We currently hold a Host Community Agreement (HCA) at 571B Washington Street Dorchester, MA. The facility is well positioned and meets the requirements for a community dispensary. We recently applied for a cultivation license in Hyde Park.

**Mission Statement:** We have several strains of cannabis locally grown that will be exclusively sold at our stores. We want our customers to learn about our process from growing to packaging, most importantly we want to create an experience for anyone visiting a Lowkey store.

# Business Overview

**MANAGEMENT:** is the process of planning, organizing, leading, and controlling an organization's human, financial, physical, and information resources to achieve organizational goals in an efficient and effective manner.



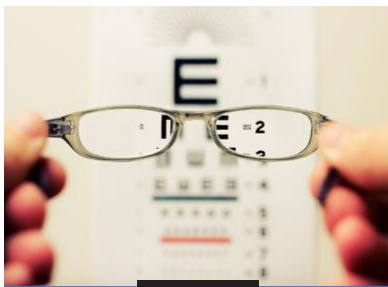
## Develop multifaceted Cannabis Company in three phases:

**Phase I:** Enter the market place as a dispensary in Dorchester. LowKey will execute 12 months of profitability prior to executing the next step.

**Phase II:** Applying for Cultivation License.

**Phase III:** Apply for Dispensary license 2 & 3 Outside of Boston.

### VISION



Our vision is to build a successful company by doing good business consistently.

### MISSION



Our mission is to create a professional, cannabis friendly environment where customers and employees feel appreciated and welcome.

### GOAL



Be fully integrated cannabis company in Massachusetts.

**COMPANY BACKGROUND:** LowKey is a Limited Liability Company led by CEO/Owner Jeff Similien. Jeff has assembled an administrative team that is committed to setting the standard in the Massachusetts's cannabis market.

#### **PARTNERSHIPS:**

Our team is committed to establish strategic industry relationships.

#### **MARKET:**

It is estimated that nearly 700,000 Massachusetts residents are potentially interested in the use of recreational cannabis, and the adult-use cannabis. The Massachusetts market is projected to become a \$16 billion industry by 2020.





# VISION & MISSION



## PRODUCTS & SERVICES

LowKey Dispensary will offer a wide range of cannabis products specific to the demand of the Massachusetts Market.

With approved licensing LowKey Dispensary will provide:

### RICK SIMPSON OIL (RSO)

Full Spectrum, Whole Plant extract

### CANNABIS CONCENTRATES

Oils, Distillate, and Tinctures

### EDIBLES

Savory and sweet  
products

### FLOWER

Top Quality Cannabis

### TOPICAL OINTMENTS

Natural oil and plant infused  
products

### SMOKE PIECES / GLASSWARE

Custom Bongs, pipes and  
rigs

LowKey Dispensary will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique medicinal needs.

## CANNABIS MARKET IN MASSACHUSETTS



In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot. In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and the first retail cannabis business opened in Massachusetts in November 2018.

In 2018, there were over 60,000 (up from 19,000 in early 2016) people who had gotten medical cannabis cards that allowed them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

As of February 2019, there are over 300 pending applications, including 130 retailer, 87 cultivator, 44 manufacturer, 12 microbusiness, 11 transporter and 4 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

# THE BILLION DOLLAR OPPORTUNITY

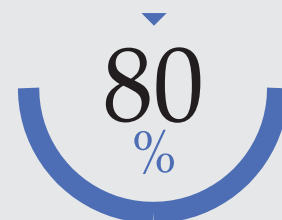
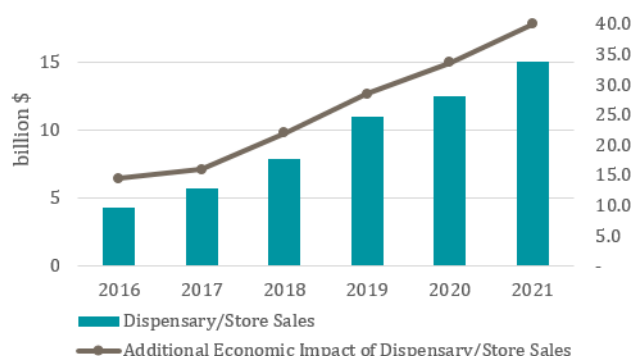
The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon's adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.

According to a BDS Analytics report, the retail sector owed \$1 billion in state taxes in 2016 and another \$1.4 billion in 2017.

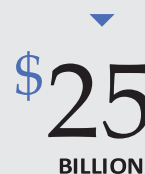
In 2017, overall cannabis sales in the United States at the retail level soared by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

Figure 4. Cannabis retail industry economic impact



**In 2016, recreational cannabis sales increased by 80% to reach \$1.8 billion.**



**New Frontier projects the industry to top \$25 billion in revenue by 2025.**

The cannabis retail market is growing at a high rate in the United States alone, with there currently being over 3,000 open and operating dispensaries and retail stores throughout the country according to data from Statistic. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top \$25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the "US Legal Cannabis: Driving \$40 Billion Economic Output" report released by ArcView Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member's cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they are also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.



## MARKET OPPORTUNITY IN EASTERN MASSACHUSETTS

There is currently a major opportunity in the Eastern Massachusetts market to open a high-end cannabis dispensary. The Eastern Massachusetts area has distinct advantages over the Springfield metropolitan area, which is why LowKey Dispensary has strategically identified the Greater Boston area as our launching point. Approximately 2/3 of the total Massachusetts population lives in Greater Boston, while Western Massachusetts has just one urban area with a good mix of rural areas and college towns. The

state is currently the most populous of the six New England states, as well as the fastest growing. The largest county in Massachusetts is Middlesex, with over 1 million residents. The median age is 39.4 years of age over the entire population of Massachusetts. The gender ratio is approximately 51.5% female and 48.5% male. The racial diversity in Massachusetts is 79.3% Caucasian, 7.3% African American, 6.1% Asian, 4.1% other races, 3% two or more races, and a small number of Native Americans.

### POPULATION



The last official census in the United States was carried out in 2010 and at the time, it was confirmed that 6,547,629 people were living in the state, which represented a rise of 3.1% over a ten-year period. Estimated figures were released in July 2015, claiming that the Massachusetts population has risen to 6,794,422, making this the 14th most populous state in the US. The population of Massachusetts has continued to climb over the last few decades, although it has been at a slower pace than most states in the West and South. The last census showed a growth of 3.9% since 2000, compared with almost 10% nationally. The state has been slowly transforming from a manufacturing-based economy into one based on technology, which leaves fewer job options for lower-skilled workers, and many residents have left the state citing high housing and living costs.

### AVERAGE INCOME



The average annual salary per person in the state of Massachusetts is \$48,229 per year. Males average \$55,502 per year, while females average \$40,776. However, those salaries jump quite significantly when LowKey Dispensary considers our targeted demographic. In the state of Massachusetts, a male with a Bachelor's degree makes \$73,399 while females make \$50,646. Males with a Graduate degree make an average of \$96,336 while females average \$65,973. This data supports why LowKey Dispensary has decided to target a more professional, middle aged crowd.

### Alternative Treatment



LowKey will offer alternative options to traditional medicines. We aim to attract all professional, progressive thinking people of Massachusetts. Many people suffer from varying degrees of stress, anxiety, and mental conditions such as depression. LowKey wants to aid in the treatment of these manageable conditions.



## COLLEGE MARKET



Eastern Massachusetts has some of the top colleges in the country. Colleges like M.I.T, Boston College, and Harvard are just to name a few. LowKey Dispensary feels it can market appropriately and capture an upscale demographic of college students that are of age to legally consume cannabis. These students are well educated and should appreciate a high end shopping experience. LowKey Dispensary plans to create a specific marketing approach when attracting these college students. This demographic of students, while looking to use cannabis products, will also be more inclined to educate themselves on the different types of cannabis strains, their effects on the mind and body and how cannabis products can aid them in the daily grind of being highly competitive college students.

## RACETOMARKET



There is a current race to market in Massachusetts. With the lack of legal options in the Eastern Massachusetts area, dispensaries who obtain licenses the fastest have the ability to establish strong market shares first. LowKey Dispensary is aiming to receive our dispensary license in 240 days. With a jump on our competitors we plan to roll out a series of aggressive marketing campaigns and unique branding strategies to penetrate the market place.

## VOLATILITY



With every new cannabis market comes short term market volatility. Emerging cannabis companies need to be positioned to handle these unique fluctuations if they wish to remain profitable over the long haul. LowKey Dispensary is not only aware of the volatility, we are strategically prepared to capitalize on the growing pains of our new market place. Outlined below are some of the more common trends we have witnessed in other markets during the first couple years of recreational cannabis.

- Crippling compliance hurdles and penalties
- New competition flooding the market place
- Product supply meeting or exceeding demand

- Failing competition undercutting the market
- Black Market competition
- Unforeseeable political shifts

So how does a new cannabis business deal with market volatility? Experience. LowKey Dispensary has teamed up with GreenLight Business Solutions to not only prepare for the market volatility but to actually benefit from it. The GreenLight team has an industry network that exceeds sixteen years of experience. LowKey's answer to market volatility is industry experience.

# S.W.O.T. ANALYSIS

## STRENGTHS

- **Experience:** We are a team of professionals with valuable transferable skills, business acumen of leadership qualities.
- **Relationships:** We plan to leverage essential relationships to propel the business.
- **Location:** The Greater Boston metropolitan area has 2/3 of the state's populous.

**Community:** Delivering education and value to the community is key.

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## WEAKNESSES

- **High Start-up Cost:** Our Company needs capital for both the dispensary and Phase II growth.
- **Construction Time:** Is required to build out the dispensary site.
- **Town Approval:** Selecting the optimal town in the Greater Boston is extremely challenging.
- **Lack of Reputation:** Unknown entity, there is an opportunity to leverage a known brand in the industry.

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## OPPORTUNITIES

- **People:** We have an opportunity to develop and retain a best in class team.
- **Process:** We will develop a fully automated/inter-operable business.
- **Market:** The Massachusetts cannabis market is currently the most profitable in the country.
- **Growth:** The Massachusetts cannabis market is currently young and under saturated.

## THREATS

- **Cannabis Commission:** Uncertainty over Stringent regulations and compliance.
- **Competition:** Medical marijuana businesses have had a few years to acquire market share.
- **Time:** Applications are being reviewed and we desire to be first/early to market in location.

# MARKETING STRATEGY

## TARGET IMPACT

### COMMUNITY OUTREACH

Companies in the cannabis space are starting to recognize the importance of corporate citizenship and have begun looking for ways to give back to their communities. LowKey Dispensary may make a tangible difference within our neighborhoods.

In order to reach the consumer LowKey Dispensary plans to do the following things:

- Volunteer
- Sponsor Events and Causes
- Listen and respond to community needs
- Create new opportunities for residents

In order to build strong relationships with local citizens, LowKey Dispensary plans to do the following:

- Create inclusion plan for employees to become home owners
- Plan community conversation events
- Provide financial literacy course/ program for employees and residents.
- Commit to Donate \$50,000 Annually to the Codman square community

### PARTNERSHIPS

LowKey Dispensary plans on working with licensed cannabis businesses wholesalers to provide a wide array of state tested cannabis products.

### EMPLOYEE EDUCATION

LowKey Dispensary believes knowledge is empowering and we intend on sharing our collective knowledge as a means of contributing to the culture. Our team members will be given the opportunity to train under the guidance of industry tested professionals. We will conduct regular internal training. Each team member will be encouraged to learn and teach as they climb the company ladder. We will also keep abreast of global scientific studies (triple and double-blind outcomes) that are being released.

### STRATEGY

**Strategy:** Our strategy is to Attract our customers by using seed kiosk, offer convenience system by using Hypur for customer Information Acquisitions, and using Alpine IQ to retain our loyal customers.

**Tactics:** SEED is a touch screen kiosk system designed for in-store use of marijuana dispensaries. SEED allows operators more control over the shopping environment and builds a trusted connection between dispensaries and customers with any product they buy. This self-ordering system is a great educational feature that would set Lowkey Dispensary apart from the rest. The benefits are improved customer flow, larger average ticket price and increased store loyalty.

Hypur provides electronic payments for industries that otherwise would not have access to legitimate merchant processing. Hypur offers the convenience and security of mainstream payments without the frustrations, unreliability, and awkwardness of niche payment schemes. This system provides the security needed to overcome the risks associated with workaround payment options. Alpine IQ develops internal tools to facilitate everything from SMS campaigns to business analytics and enterprise M&A diligence instruments. Over time we hope to give cannabis operators the flexibility and power currently only seen in blue-chip industry platforms. Our goal is to bring world-class technology to an industry ready for disruption. With Alpine IQ, we want to build something that would be innovative enough to fuel modern cannabis retail infrastructure

## MARKETING PLAN

Due to the fact that cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of LowKey Dispensary will be based on generating long-term personalized relationships with growers and manufacturers.

## TARGET CUSTOMERS

Aside from the dispensing of cannabis products, LowKey Dispensary will sell a wide range of cannabis infused products to customers who are based in Massachusetts and every other city where our stores will be opened.

LowKey Dispensary will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software (Seeds, Alpine IQ) platform that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal consumption decisions to make the right choices for their unique desires and needs.

Cannabis customers come from diverse groups, ages, races and socioeconomic backgrounds. Ranging from young to old, treating chronic and terminal illnesses such as cancer, epilepsy.

## MARKETING AND ADVERTISING CAMPAIGNS INCLUDE:



### DIRECT MARKETING

- Business events and conferences
- Business and industry associations
- Brand development
- Social Media Marketing Firm



### ADVERTISING PUBLICATION

- Cannabis Now
- 420 Magazine
- Marijuana Venture
- MG Magazine



### ONLINE MARKETING

- E-mail Marketing
- Social Media
- Website development with search engine optimization
  - Keywords
  - Fresh content

## CANNABIS BUSINESS DIRECTORIES

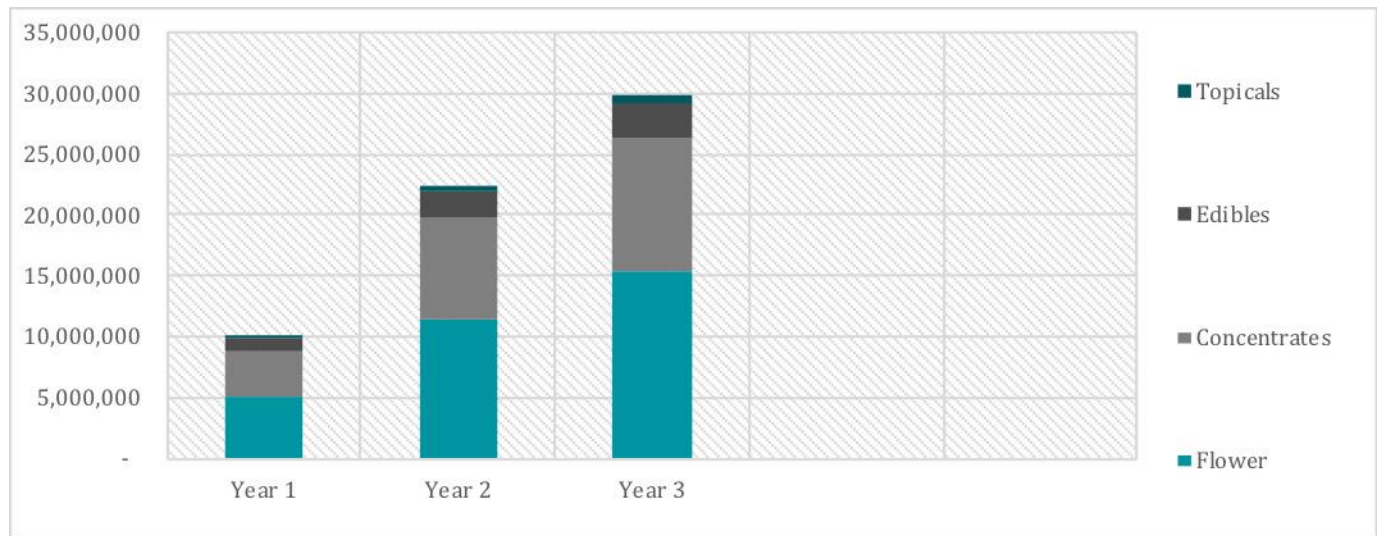
COMPANY	WEBSITE		TRAFFIC
WEEDMAPS	<a href="http://weedmaps.com">weedmaps.com</a>	Cannabis finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY	<a href="http://leafly.com">leafly.com</a>	Leafly is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.

# SALES FORECAST

During the first year, LowKey Dispensary intends to launch sales of the vendors' product line and it is expected to generate \$10 million in net revenue year one.

From the second year LowKey Dispensary will generate healthy monthly day-to-day income from sales. Sales will be increasing to about \$20,000 a day within 3 years of the Store Grand Opening.

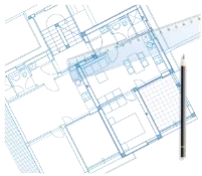
From the third year LowKey Dispensary expects a healthy annual increase in retail revenue by virtue of multiple Massachusetts locations.



## SALES FORECAST FOR FIRST FIVE YEARS

	Year 1	Year 2	Year 3	Year 4	Year 5
Profit	\$2,131,769	\$3,270,336	\$3,174,117	\$2,585,592	\$2,153,800
Seller's Discretionary Earnings (SDE)	\$2,058,000	\$2,058,000	\$2,058,000	\$2,058,000	\$2,058,000
Depreciation	\$13,889	\$13,889	\$13,889	\$13,889	\$13,889
Working Capital	\$2,645,658	\$2,830,854	\$2,873,883	\$2,896,874	\$2,917,152
Change in Working Capital	\$0	\$185,196	\$43,029	\$22,991	\$20,278
Loans paid back	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$0
New loans taken	\$0	\$0	\$0	\$0	\$0
Free Cash Flow to Equity (FCFE)	\$4,203,658	\$4,157,029	\$4,202,977	\$3,634,490	\$4,205,411
Present Value of FCFE	\$4,203,658	\$4,157,029	\$4,202,977	\$3,634,490	\$4,205,411
Total Present Value of FCFE	\$20,403,564				
Terminal Value					\$15,941,816
Present Value of Terminal Value	\$9,898,613				
Non-operating assets					
<b>Business Value</b>	<b>\$30,300,000</b>				





## FLOOR PLAN

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A floor plan of the retail store detailing the location of the following:

- ➔ **All entrances and exits**
- ➔ **The location of any windows, skylights, and roof hatches**
- ➔ **The location of all cameras, and their field of view**
- ➔ **The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens**
- ➔ **The location of the digital video recorder and alarm control panel**

## LIGHTING

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The main objectives of our security lighting system at the store are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

LowKey Dispensary will ensure that sufficient lighting

Requirements are met between dusk and dawn.

We will add external security lighting, including high flood spotlights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will always be optimal for video capture.

## GUARDS

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Once the facility is operational, three local residents will join our team as security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with a Security Consultant to ensure they are of the highest capability.

During operating hours, we will have at least one on-site

security guard at the entrance and one on-site security guard at the store.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.



# PHYSICAL SECURITY PLAN

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our store, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The perimeter will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entry ways and exits and all windows will be externally covered by according metal fencing.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

## CUSTOMER ACCESS

The property has common parking spaces on its premises in the front of the building with additional parking in the rear of the building. These spaces will easily accommodate customer traffic. There also is an abundance of neighborhood parking in the surrounding areas in the event that parking on site is not possible.

## PROCEDURE

- A. Customers will enter the store through the facility's entrance via our main entrance on Washington Street.**
- B. Management personnel who will buzz customers into an area located between the waiting room and cannabis viewing holding area will authorize entrance into the areas where cannabis is kept.**
- C. Once in this holding area, store agents in the back can view anyone and control the second "buzzer door" allowing him or her into the cannabis area.**

The entry door to the cannabis products area will be operated on a "double buzzer" system, controlled by the person assigned to the control area. This person will be viewing the waiting room and allowing access into the rear only after proper screening and the agents in the back are ready. At this point, customers will be escorted to the area where the products can be viewed. No weapons will be allowed in the facility, and anyone entering the cannabis products area will have to walk through a metal detector. Signs that indicate this will also be posted. In addition, there will be a guard on site in the area of the cannabis products, roving the perimeter and the waiting area.

## INTERNAL ACCESS-POINT CONTROL

Movement within the facility will be tightly controlled. All main access doors, doors to the store will require keycards and electronic passcodes. In addition, customers will need to buzz in from the waiting room as described above. Only permitted employees will be allowed to enter into the store.

## LIMITED ACCESS TO SECURED AREAS AND VISITORS

LowKey Dispensary has the limited access areas. LowKey Dispensary ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.



## ELECTRONIC SECURITY SYSTEM

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

### VIDEO SURVEILLANCE

We will employ state-of-the-art external and internal cameras, each with a minimum resolution capacity of 1280x720 pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

- 01// Waiting room
- 02// Reception office
- 03// The retail sales floor with a camera located at each point of sale location
  - a. The camera placement must allow for recording of the facial features of any person purchasing or selling cannabis goods
  - b. This covers all areas where cannabis is present or handled, including all point-of-sale locations, and all means of access to such areas.
- 04// Entrances and exits from both indoor and outdoor vantage points
- 05// Security Rooms
- 06// All limited access areas
- 07// Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises.
- 08// Areas storing the surveillance system device with at least one camera recording the access points to the secured surveillance recording area
  - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
- 9// Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

## RISK MITIGATION

Cash Management- Hypur Etc. - Least cash as possible

## THIRD-PARTY MONITORING

LowKey Dispensary anticipates contracting with vendor to help deter, detect, and document security events at each facility from a remote location. Vendor will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with vendor to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- **Motion-sensor surveillance cameras**
- **Motion-sensor laser beams**
- **Unauthorized electronic access**
- **Security and fire alarms**

## INTRUSION AND MOTION DETECTION

Our alarm system will have motion detectors covering entryways and exits, hallways, the retail sales floor, storage rooms, and windows.

## BURGLARY ALARM SYSTEM

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system which meets the following requirements:

- ➔ A test signal shall be transmitted to the central station every twenty-four (24) hours
- ➔ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s)
- ➔ The system shall include at least one (1) holdup alarm for staff use
- ➔ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

## PANIC BUTTONS AND INTERNAL COMMUNICATIONS

Panic buttons will be installed inside the facility.

## FIRE SECURITY

The Processing Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of processing safety. As part of LowKey Dispensary's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

## TRACKING SOLUTION

Company intends to use special tracking solution, which will allow us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation: transportation, lab testing and dispensing.

**Transport Manifests**—Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

**Product Details**—Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, plus a reactive expiration date that can lock a product if it's past expiration.

**Data Driven CRM**—Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.

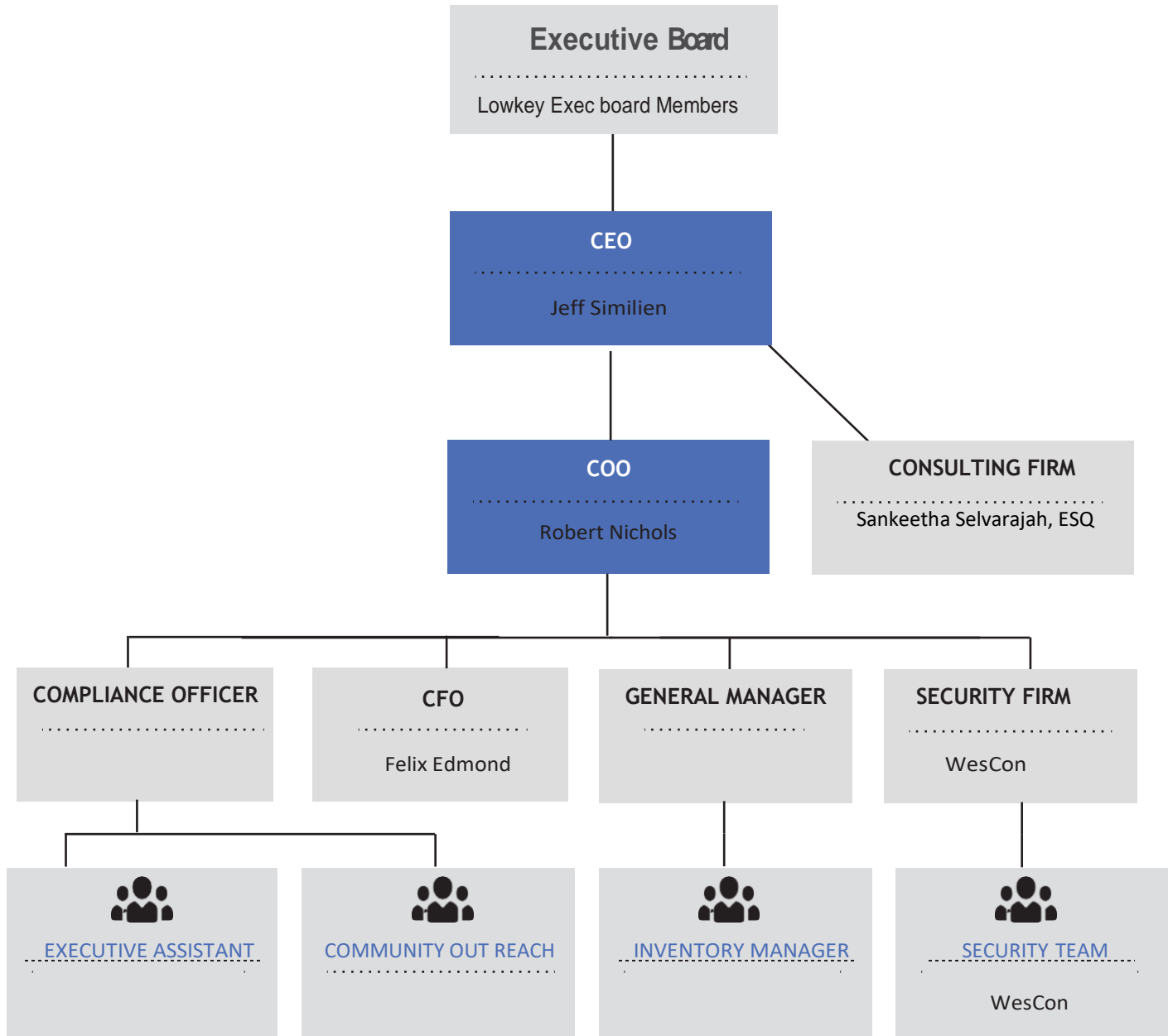
**Inventory Management**—Analyzing the sales data to optimize the inventory to the customers.



# ORGANIZATIONAL STRUCTURE

LowKey Dispensary is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry and where cannabis dispensing falls under which is why we decided to recruit experienced and quality employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in Eastern Massachusetts.

## LOWKEY DISPENSARY'S ORGANIZATIONAL STRUCTURE IS AS FOLLOWS:



# CHIEF EXECUTIVE OFFICER

## JEFF SIMILIEN

### Narrative Description

Jeff Similien is an experienced, savvy commercial and residential broker in the Greater Boston area and beyond. Jeff is the founder and CEO of Boston Trust Realty Group Commercial, LLC. BTRG Commercial is located in the heart of Mattapan Square, providing real estate services to members of the community. BTRG Commercial main focus is to educate their clients to make the best decisions when it comes to selling, purchasing, or leasing commercial real estate properties.

Jeff is currently working to obtain his license in the city of Boston to open a 100% black owned dispensary in Dorchester, and Mattapan. The Community he's currently deeply rooted in. If granted licensure, Jeff is using his platform to continue to create opportunities for job opportunities, mentorship in the cannabis establishment venture. In addition, Jeff intends to continue his work in the community by partnering and donating to community organizations to provide the youth access to build businesses, create opportunity, provide resources, and Education in real estate, stocks, taxes, investments, entrepreneurship, mentorship, and create leadership programs to have equity, equality in the world.



### JOB DESCRIPTION:

- Develop and implement operational policies and a strategic plan.
- Oversee day-to-day operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission.
- Oversee the company's fiscal activity, including targets, budgeting, reporting, and auditing.
- Create an environment that promotes great performance and positive morale.
- Build alliances and partnerships with other organizations.
- Develop the company's culture and overall company vision.
- Assure strict adherence to all legal and regulatory aspects.
- Review financial and non-financial reports to devise solutions or improvements.
- Report to the board of directors on a regular basis to provide transparency.

## CHIEF OPERATING OFFICER

### **ROBERT NICHOLS**

Robert L. Nichols, Jr. is a native of Dorchester and Roxbury Massachusetts. After graduating from the University of Connecticut in 2003, Robert came back home to Boston and began his career in real estate by making his first acquisition as an investor in 2004. In October of 2006 he co-founded the brokerage firm, Bentley Real Estate Group. He later went on to become the sole founder of Boston Trust Realty Group, which employs 47 agents and has office locations in the Dorchester, Mattapan and Back Bay Neighborhoods of Boston, MA. As a broker, Robert developed a strong foundation in residential and commercial real estate sales and is an expert in evaluating real estate profit performance based on market conditions.

In addition to running a brokerage firm, Robert holds an unrestricted builders license and has been investing in real estate since 2008 with focus on acquisitions and redevelopment. As an investor, Robert has facilitated multiple transactions primarily in Massachusetts, New York and Florida. Robert's extensive background as an investor and broker, have given him an in-depth understanding of real estate finance, investing and development.

## CHIEF FINANCIAL OFFICER

### **EDMOND FELIX, JR.**

Edmond has a Bachelor's in Accounting from The University of Massachusetts Boston and Northeastern University. Edmond launched his career by working, as an accountant for small firms to Fortune 500 companies and meeting the accounting needs of corporations and individuals for the past fifteen years. Edmond specializes in preparing assets, liability and capital account management, and analysis through careful risk, benefit and options. He is passionate about educating his community and for the past 15 years he has been using his knowledge to advise others on how to better invest and manage their funds.

## SECURITY FIRM

### **WesCO**n

WesCon Protection is licensed, insured and bonded, and offers guards who are certified to perform security procedures in the Commonwealth of Massachusetts. WesCon officers undergo extensive background checks, training in compliance with Commonwealth of Massachusetts regulations, an additionally, instruction that prepares them to provide CPR in times of emergencies.



## The Viridity Group

The Viridity Group offers staffing, training, and planning, they provide services for Dispensary business which are in their infancy to highly established ventures. They can help us optimize, grow, and succeed while navigating the complexities of cannabis regulations.

## HUMAN RESOURCES



# HEAD OF CANNABIS SALES



## JOB DESCRIPTION:

- Oversee day-to-day operations of the dispensary. Manage all tasks related to the dispensary, sales and marketing, public relations, inventory, and accounting.
- Responsible for the sales and growth of the dispensary
- Train staff on customer service, sales and product knowledge to ensure guests receive the best service possible.
- Assist the executive team with the implementation of operational rules, regulations, policies, and procedures; ensuring best practices are consistently adhered to by staff. Ensure all manuals are up to date.
- Ensure all staff is on time, in professional attire and well groomed
- Complete checkouts for budtenders and ensure all cash handling procedures are being followed
- Ensure all opening duties are completed before opening and closing duties are completed and the venue is completely secured before departing for the night
- Work with distribution team to communicate inventory and needs
- Maintain current knowledge of all state and local laws and regulations for cannabis sales, ensuring dispensary's compliance with local and state regulations
- Supervise Dispensary staff and Security Team.
- Maintain accurate records of all dispensary activities including daily cash reconciliations, customer records, sales, deliveries in accordance with the State of Massachusetts and provides a monthly report to the Executive Board.
- Responsible for ordering all Dispensary inventory and supplies.
- Maintain inventory control system and performs daily counts of all cannabis products in the facility
- Ensure proper ambiance and cleanliness within venue at all times
- Conduct quarterly staff reviews as well as employee annual reviews
- Set sales goals and incentives for all staff
- Work with management team to create and implement staff incentive programs to increase level of service, promote upselling, and enhance staff morale
- Participate in local area business organizations and networking groups
- Make recommendations and be proactive on ways to make the store better
- Monitor display every day
- Provide timely and highly accurate recording of expense classification for city/county/state taxes.
- This position is ultimately responsible for and enforcing employees' strict adherence to laws and regulations concerning medicinal/recreational cannabis.

# SECURITY TEAM



## JOB DESCRIPTION:

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### **Establish and monitor key activities, employees and security SOP's**

- Develop, enhance and monitor program management methodologies
- Work with teams to ensure timely reporting of status
  - o Create and maintain a log of risks and issues requiring escalation
  - o Proactively identify resources necessary to meet established timelines
  - o Integrate individual initiative timelines into overall master program schedule
  - o Prepare regular reports on program status and coordinate review schedules
  - o Manage and train entire security staff

### **Develop briefings and other oral or written materials for the managing leads. Convey the status and outcomes to key management.**

- Coordinate with senior management on program strategy
- Maintain required compliance protocol
- Conduct analyses on a broad range of potential issues including security risk
- Collect, organize and document key operational information
- Be highly motivated and possess vision and enthusiasm
- Be flexible and comfortable with ambiguity and shifting priorities
- Be comfortable acting as an individual contributor and leading through others
- Understand how to deliver on short time frames and be committed to meeting deadlines
- Communicate in an open and honest way that quickly builds trust and respect
- Be comfortable functioning as a member of a dispersed team
- Be comfortable managing a small team of security personnel.
- Be knowledgeable in local regulations pertaining to security protocol

# COMPLIANCE OFFICER



## JOB DESCRIPTION:

The Director of Compliance will keep the management team up to date on legal and regulatory matters impacting operations, assist in the development of company policies and standard operating procedures, monitor operations to identify and correct instances of non-compliance, and function as a quasi-independent and objective body that reviews and evaluates compliance issues/concerns within the organization.

You will also work with a variety of directors to develop and implement processes, policies, and systems related to compliance and ensure their effectiveness. This individual will also be involved with; reporting, registration, filing, and other similar mandatory tasks are completed in a timely fashion and coordinate with Lowell's management to stay ahead of any future changes in regulations.

Our ideal candidate is detail-oriented, self-motivated, and has in-depth knowledge of Massachusetts cannabis laws and regulations

## QUALIFICATIONS / REQUIREMENTS

- Experience: Minimum of eight (8) years' experience of working in another highly regulated industry, ideally in a compliance-related position.
- Have strong attention to detail and a natural aptitude for organization and systematization.
- Strong working experience with packaging/labeling codes and excellent analytical skills with an attention to detail.
- Heavy manifest tracking and trade programs such as Metric.
- Working experience being a feet on the ground, operationally sound as well as can forecast regulation change or industry shifts.
- Have an in-depth understanding of all applicable existing and recent cannabis laws and regulations in Massachusetts.
- Abilities: Demonstrated ability to present and communicate effectively with executive management. Proven track record of collaborative problem solving with senior management and business leaders to achieve business goals.

## PREFERRED SKILLS

- Have professional experience working in or with licensed cannabis businesses in a mature legal cannabis state such as Colorado, Washington, or Oregon.
- Have overseen Packaging compliance, as our packaging is so paramount to our brand.

# ASSISTANT MANAGER



## JOB DESCRIPTION:

---

The Assistant Manager (AM) assists in all aspects of the daily operations. The AM will have primary responsibility for leading and developing a team to implement and continuously improve the customer experience and operational initiatives. The AM must be knowledgeable with regulatory requirements and state/local law and ensure processes are followed in line with compliance.

## DUTIES AND RESPONSIBILITIES OR (ESSENTIAL FUNCTIONS)

- Perform store opening and closing responsibilities, including daily cash reconciliation and reporting.
- Manage and train bud tenders
- Manage Bud tender scheduling
- Perform required inventory management and processes including counts and reconciliations, ordering, fulfillment, receiving, reorders, availability, cannabis waste disposal, reporting by acceptable accounting principles and remedy discrepancy issues.
- Establish and implement operational and customer focused policies, standards and procedures for retail staff.
- Under the direction of the SM, assist in hiring, onboarding /off boarding, coaching, training, developing, scheduling and managing dispensary employees, including conducting regular performance reviews and counseling sessions.
- Develop high customer experience standards and engagement through sales training and product knowledge.
- Implement an outreach/hospitality program through networking, customer and market data analysis and execution of company promotions and programs.
- Follow all processes to ensure accurate and safety protocols are maintained as part of the quality assurance program.
- Fill in for Store Manager as needed.

# BUDTENDER



## JOB DESCRIPTION:

Positive and hardworking team player for a part-time position. Our employees are responsible for providing the highest quality of service to customers at all times, as well as keeping our dispensary clean and organized. They must be friendly and professional during all interactions with patients and other guests, as well as perform all tasks as directed by management.

## QUALIFICATIONS:

- Must be 21+.
- Ability to work under pressure.
- 1 year of retail/customer service experience required.
- Experience and knowledge in the cannabis industry.
- Good punctuality.
- Reliable transportation.
- Strong written and oral communication skills.
- Available on some weekend days. (Friday night, Saturday, and Sunday)
- Bilingual is a plus!!!

## DUTIES OF A BUDTENDER INCLUDE BUT ARE NOT LIMITED TO:

- Assisting patients in choosing products that best suit their unique needs.
- Accurately describing methods of consumption, ratios, milligrams of THC/CBD and dosages to patients.
- Cash Handling POS experience.
- Restocking and cleaning store.
- Keeping up to date on new developments and laws in the cannabis industry.
- Have an understanding cannabinoids and their medical uses.

# RECEPTIONIST

**Position Summary:** Provides general office support with a variety of clerical activities and related tasks. The receptionist will be responsible for answering incoming calls, directing calls to appropriate associates, mail distribution, flow of correspondence, greeting customers, have a thorough understanding of dispensary offerings, cannabis knowledge and regulatory compliance, as well as additional administrative duties.



## ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Greet and check customers in using industry POS system while adhering strictly to compliance rules and regulations around ID verification and documents required for check-in
- Demonstrates consistent exceptional customer service skills and professional phone etiquette
- Answer phone calls and customer inquiries with extreme professionalism
- Escort customers to the appropriate room in an orderly fashion
- Manage and record the inflow and outflow of people entering and exiting retail location
- Maintains security by following procedures; maintaining visitor/delivery logs; issuing visitor badges, manage authorization as needed for visitors/contractors
- Monitor security cameras
- Generates reports as necessary including, but limited to: weekly updates of customer volume, new customers, repeat customers, weekly sales volume, and percent sales volume of new vs. repeat customers, etc.
- Receives, sorts and forwards incoming mail.
- Maintains and routes publications
- Coordinates the pick-up and delivery of express mail services (FedEx, UPS, etc.)
- Assists with other related clerical duties such as photocopying, faxing, filing and collating
- Other office support and customer service related activities as assigned by management
- Ensures menus are updated and printed daily
- Maintain a clean and organized work environment and upkeep of lobby and reception area.
- Comply with all HR policies, including confidentiality and non-disclosure
- Regular attendance is expected and is considered an essential function; as it is necessary for the efficient operation of the business.
- Assist in the ordering, scheduling and planning of events and lunches
- Must exhibit competency in basic organizational, tracking, and communication skills
- Must be able to work well independently, as well as with others
- Maintains a positive attitude and fosters a positive work environment
- Other duties as assigned

## REQUIRED QUALIFICATIONS:

- The incumbent must possess or have the ability to obtain a State approved license and background check and be over the age of 21.
- High School Education or GED; Associates Degree preferred.
- 2 years of administrative experience; 4 years related experience preferred.
- General product knowledge.
- Excellent customer service and verbal communication skills.
- Basic computer and mathematical skills
- Competent in Microsoft Word, Excel, Outlook, PowerPoint
- Must be and remain compliant with any and all legal or company regulations for working in the industry
- While performing the duties of this job, must be able to regularly reach, grasp, bend, stand, walk, sit, talk, and listen.
- May occasionally need to lift and/or move up to 25 pounds as it relates to the office environment.
- Must be able to sit and/or stand for extended periods of time while maintaining focus



# FINANCIAL PLAN



# DIRECT AND OPERATING EXPENSE BREAKDOWN

## STARTUP EXPENSE

Startup Expenses	
Buildings/Real Estate	
Purchase	\$900,000.00
Construction	\$500,000.00
Remodeling	\$0.00
Other	\$0.00
<b>Total Buildings/Real Estate</b>	<b>\$1,400,000.00</b>
Leasehold Improvements	
Item 1	\$500,000.00
Item 2	\$0.00
Item 3	\$0.00
Item 4	\$0.00
<b>Total Leasehold Improvements</b>	<b>\$500,000.00</b>
Capital Equipment List	
Furniture	\$35,000.00
Equipment	\$25,000.00
Fixtures	\$50,000.00
Machinery	\$20,000.00
Other	\$25,000.00
<b>Total Capital Equipment</b>	<b>\$145,000.00</b>
Location and Admin Expenses	
Rental	\$7,000.00
Utility deposits	\$10,000.00
Legal and accounting fees	\$20,000.00
Prepaid insurance	\$10,500.00
Pre-opening salaries	\$40,000.00
Other	\$10,000.00
<b>Total Location and Admin Expenses</b>	<b>\$97,500.00</b>

Opening Inventory	
Category 1	\$185,000.00
Category 2	\$0.00
Category 3	\$0.00
Category 4	\$0.00
Category 5	\$0.00
<b>Total Inventory</b>	<b>\$185,000.00</b>
Advertising and Promotional Expenses	
Advertising	\$30,000.00
Signage	\$7,500.00
Printing	\$3,500.00
Travel/entertainment	\$2,000.00
Other/additional categories	\$5,000.00
<b>Total Advertising/Promotional Expenses</b>	<b>\$48,000.00</b>
Other Expenses	
Other expense 1	\$9,500.00
Other expense 2	\$0.00
<b>Total Other Expenses</b>	<b>\$9,500.00</b>
Reserve for Contingencies	
Amount	\$10,000.00
Working Capital	
Amount	

## SOURCE OF CAPITAL

### Summary Statement

Sources of Capital	
Owners' and other investments	\$125,000.00
Bank loans	\$0.00
Private Investors	\$2,000,000.00
<b>Total Source of Funds</b>	<b>\$2,125,000.00</b>

Startup Expenses	
Buildings/real estate	\$1,400,000.00
Leasehold improvements	\$500,000.00
Capital equipment	\$145,000.00
Location/administration expenses	\$97,500.00
Opening inventory	\$185,000.00
Advertising/promotional expenses	\$48,000.00
Other expenses	\$9,500.00
Contingency fund	\$10,000.00
Working capital	

## VALUATION

VALUATION	LowKey				
	Year 1	Year 2	Year 3	Year 4	Year 5
Profit	\$2,131,769	\$3,270,336	\$3,174,117	\$2,585,592	\$2,153,800
Seller's Discretionary Earnings (SDE)	\$2,058,000	\$2,058,000	\$2,058,000	\$2,058,000	\$2,058,000
Depreciation	\$13,889	\$13,889	\$13,889	\$13,889	\$13,889
Working Capital	\$220,000	\$235,400	\$238,978	\$240,890	\$242,576
Change in Working Capital	\$0	\$15,400	\$3,578	\$1,912	\$1,686
Loans paid back	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$0
New loans taken	\$0	\$0	\$0	\$0	\$0
Free Cash Flow to Equity (FCFE)	\$4,203,658	\$4,326,825	\$4,242,427	\$3,655,569	\$4,224,003
Present Value of FCFE	\$4,203,658	\$4,326,825	\$4,242,427	\$3,655,569	\$4,224,003
Total Present Value of FCFE	\$20,652,482				
Terminal Value					\$16,012,294
Present Value of Terminal Value	\$9,942,375				
Non-operating assets					
Business Value	\$30,600,000				

# PROFIT & LOSS FORECAST

Business’s revenue is projected to grow significantly for the first two years’ timeframe. Year one projections are in the table below:

LowKey

FORECAST

PROFIT & LOSS FORECAST		LowKey				
		Year 1	Year 2	Year 3	Year 4	Year 5
REVENUE & EXPENSES						
Total Sales Revenue		\$9,922,174	\$11,410,501	\$11,433,322	\$10,861,655	\$10,318,573
Total Expenses (Including COGS and Operations )		\$7,790,405	\$8,140,165	\$8,259,205	\$8,276,063	\$8,164,773
Net Income		\$2,131,769.00	\$3,270,335.89	\$3,174,116.51	\$2,585,592.24	\$2,153,799.97
% Margin		21%	29%	28%	24%	21%



## LOWKEY DISPENSARY

Jeff Similien  
CEO and Founder  
(617) 894-2266  
[jeff@lowkeydispensary.com](mailto:jeff@lowkeydispensary.com)



April 29, 2022

Dear CCC,

Edmond Felix is retained as Lowkey LLC CFO. He doesn't qualify as close associate under 935 CMR 500.002. Lowkey LLC has retained the services of Viridity Staffing (Brett Clancy), Linda Wakefield assist Lowey Dispensary during their licensing and hiring processes. Anthony Gyunn is no longer affiliated with Lowkey LLC.

1601 Blue Hill Ave Suite 201

Boston MA 02126

[LowkeyDispensary.com](http://LowkeyDispensary.com)

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Boston MA 02126

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85 B East Central St, Suite B, Natick MA 01760

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

RE: LOWKEY LLC (Retail License)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. LOWKEY LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to LOWKEY LLC as soon as a bindable proposal is available.

Quadscore Insurance Services  
Cannasure Insurance Services, Inc.  
Next Wave Insurance Services LLC  
Canopius US Insurance Company  
United Specialty Insurance Company

Best Regards,

*James Boynton*

James Boynton  
Managing Broker  
MA Insurance License #1842496

[jim@budrisk.com](mailto:jim@budrisk.com)





Lowkey LLC  
Management and Operations Profile  
Operating Policies and Procedures

### **Record-Keeping Procedures**

Lowkey LLC ("Lowkey Dispensary") will assure record-keeping procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana. Operating procedures presently in use by Lowkey LLC, and in compliance with 105 CMR 725.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana will be updated to meet these standards. All Lowkey LLC Records will be available for inspection by the Commission, upon request. In the event Lowkey LLC closes, all records will be kept for at least two years at the expense of Lowkey LLC. Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

1. Personal Records
2. Financial Records
3. Inventory Records
4. Operating Procedures
5. Business Records
6. Waste Disposal Records

#### **1. Personal Records-**

[COMPANY] personnel records include, job descriptions for each employee and volunteer position, well an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personal records will be maintained for at least 12 months after termination of the individual's affiliation with Lowkey LLC 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;



Lowkey LLC  
Management and Operations Profile  
Operating Policies and Procedures

- documentation of periodic performance evaluations;
- a record of any disciplinary action taken;
- notice of completed responsible vendor and eight-hour related duty training.
- All background check reports obtained in accordance with 935 CMR 500.030.

Additionally, Lowkey LLC has developed a staffing plan that demonstrates accessible business hours and safe cultivation conditions;

## **2. Financial Records-**

Lowkey LLC financial records will be maintained in accordance with generally accepted accounting principles.

Financial records, which shall include manual or computerized.

Financial records include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lowkey LLC

## **3. Inventory Records-**

Lowkey LLC will not commence adult-use sales until approval from the Commission, subject to the limitations in 935 CMR 500.140(10). Because Lowkey LLC will also be selling medical marijuana at its facilities, we will create virtual separation of our products. At the point of sale, we will also designate whether marijuana products are intended for sale for adult use or medical use through tracking methodology approved by the Commission. Lowkey LLC will assure to follow laws governing taxation in the Commonwealth, including, but not limited to, the laws regarding taxation, filing audit and seizure.



Lowkey LLC  
Management and Operations Profile  
Operating Policies and Procedures

Lowkey LLC will continue to utilize real-time seed-to-sale inventory tracking methodology. Lowkey LLC will utilize Seed-to-sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products intended for sale for adult use or medical use. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:

- marijuana seeds
- marijuana plants in any phase of development such as propagation, vegetation, and flowering
- marijuana ready for dispensing
- all marijuana products
- all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal

Lowkey LLC will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of cultivation, and finished, stored marijuana. Lowkey LLC will conduct monthly marijuana in the process of cultivation and finished, stored marijuana. Lowkey LLC will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory. Oral devices will not be used for inventory control.

The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

#### **4. Operating Procedures-**

Lowkey LLC will have and follow a set of detailed written operating procedures in full compliance with 935 CMR 500.000. Each Lowkey LLC location will have its own set of applicable procedures on site.

At a minimum, procedures will include:

- Security measures in compliance 935 CMR 500.100



Lowkey LLC  
Management and Operations Profile  
Operating Policies and Procedures

- Employee security policies, including personal safety and crime prevention techniques
- Description of hours of operation and after-hours contact information provided to the Commission and appropriate law enforcement officials upon request
- storage procedures in compliance with 935 CMR 500.105(11)
- Description of various strains of marijuana Lowkey LLC will cultivate, process or sell, and the forms in which we will sell such marijuana
- procedures for accurate record keeping, 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
- Staffing Plan and staffing records in compliance with 935 CMR 500.105(9)
- 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
- Plan describing how confidential information is maintained and handled
- Policy for the immediate dismissal of an Lowkey LLC agent who has:
  - diverted marijuana, which will be reported to appropriate law enforcement officials and to the Commission
  - engaged in unsafe practices with regard to operations of Lowkey LLC facilities, which will be reported to the Commission
  - been convicted or entered a guilty plea, pleas 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.
- List of all board members and executives of Lowkey LLC and members, if any, of Lowkey LLC will be made available upon request by any individual.
- Cash Handling policies and procedures including storage, collection frequency, and transport to financial institutions.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
- Policies and procedures for energy efficiency and conservation

**5. Business Records**



Lowkey LLC  
Management and Operations Profile  
Operating Policies and Procedures

Business records may be computerized or manual. Records will include: assets and liabilities; monetary transactions; books of accounts which 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lowkey LLC.

#### **6. Waste Disposal Records**

Lowkey LLC will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.



## 21+ Policy - Restricting Access to Age 21 and Older

Lowkey LLC Retail Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB"), (CCC) or any other regulatory agency. The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

### Definitions:

**Consumer** means a person who is 21 years of age or older.

**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Proof of Identification** means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). [COMPANY] will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card
4. Government issued Passport
5. U.S. Military I.D.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old.**

### Responsibilities:



Lowkey LLC] Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Lowkey LLC are 21 years of age or older.

**Access to the Facility:**

(For the purposes of this Policy, the term facility also refers to any vehicle owned, leased, rented or otherwise used by Lowkey LLC for the transportation of Marijuana.)

Lowkey LLC's facility is located at 571B Washington st Dorchester MA 02124 which only allows the following individuals access to our facility:

1. [COMPANY] Agents (including board members, directors, employees, executives, managers, or volunteers) while at the facility or transporting marijuana for the facility all Lowkey LLC Agents must carry their valid Agent Registration Card issued by the Commission.
  - a. All Lowkey LLC Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals):
  - a. To verify a customer is 21 or older [COMPANY] Agents must receive and examine from the customer one of the following authorized government issued ID Cards;
    - i. Massachusetts Issued driver's license
    - ii. Massachusetts Issued ID card
    - iii. Out-of-state driver's license or ID card (with photo)
    - iv. Passport
    - v. U.S. Military I.D.
  - b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Lowkey LLC
  - c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification

**F. Feel**



- ✓ Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
- ✓ Feel for information cut-out or pasted on (especially near photo and birth date areas)
- ✓ Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture

#### **L. Look**

- ✓ Look for the State seals or water marks; these seals are highly visible without any special light.
- ✓ Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- ✓ Look at the height and weight. They should reasonably match the person.
- ✓ Look at the date of birth and do the math!
- ✓ Compare the age on the ID with the person's apparent age.
- ✓ Look at the expiration date. If the ID has expired, it is not acceptable.
- ✓ If needed, compare the ID to the book of Government Issued ID's

#### **A. Ask**

- ✓ Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- ✓ If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

#### **G. Give Back**





- ✓ If the ID looks genuine, give the ID back to the customer and allow entry.
  - d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.
- 3. Visitors (including outside vendors and contractors)
  - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
    - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - b. After the age of the visitor is verified, they will be given a Visitor Identification Badge.
  - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
    - i. The visitor log will be available for inspection by the Commission at all times
- 4. Access to the Commission, Emergency Responders and Law Enforcement.
  - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - ii. Representatives of other state agencies of the Commonwealth; and
    - iii. Emergency responders in the course of responding to an emergency.
    - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - b. Individuals described above in this policy will be granted immediate access to the facility.

## **I. Training**



[COMPANY] will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All [COMPANY] Agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
  - i. How to check identification;
  - ii. Spotting false identification;
  - iii. Medical registration cards issued by the DPH;
  - iv. Provisions for confiscating fraudulent identifications; and
  - v. Common mistakes made in verification.



## Maintaining Financial Records Policy and Procedure

Lowkey LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency. This policy is to provide clear and concise instructions for Lowkey LLC employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### Policy:

All Lowkey LLC financial records will be kept and maintained according to generally accepted accounting principles. Our comptroller is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Lowkey LLC financial/business records will be available for inspection to the Commission upon request. Lowkey LLC will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to; assets and liabilities, monetary transactions, books of accounts, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records, Lowkey LLC will incorporate the following into our business operations;

1. Lowkey LLC will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees. **[INSERT NAME OF PAYROLL PROVIDER]**
2. Lowkey LLC has and will maintain a banking relationship with Century Bank to provide banking



services for our company.

3. Lowkey LLC will use up to date financial software programs for all financial transactions.
4. Lowkey LLC does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis, Lowkey LLC will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Lowkey LLC finances (books).
6. Lowkey LLC will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the comptroller or designee. At the discretion of the comptroller the frequency of these audits may be changed to weekly and then monthly.
9. At a minimum, a comprehensive audit by the comptroller or designee of all sales transactions will be completed every month.
10. For the first year of operation the comptroller will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

**Access to the Commission:**

Lowkey LLC electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

**Access to the Massachusetts Department of Revenue ("DOR"):**

Lowkey LLC books, records, papers and other data will be made available upon request by the DOR.



Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, [COMPANY] will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

**Point of Sale (POS) Systems:**

Lowkey LLC will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*. The POS System will be approved by the Commission.

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, [COMPANY] will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable.
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions.
  - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal.
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information.
  - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.



2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
3. Lowkey LLC will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.
4. Lowkey LLC will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
  - a. Lowkey LLC will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. Lowkey LLC may utilize a sales recording module approved by the DOR.
  - c. Lowkey LLC will not utilize software or other methods to manipulate or alter sales data.
  - d. Lowkey LLC will conduct a monthly analysis of our 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 or alter sales data. Lowkey LLC will maintain records that it has performed the monthly analysis



and produce it upon request to the Commission. If Lowkey LLC 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:

- i. We will immediately disclose the information to the Commission;
  - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. Lowkey LLC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. Lowkey LLC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. Lowkey LLC will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.



## Maintaining Financial Records Policy and Procedure

Lowkey LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency. This policy is to provide clear and concise instructions for Lowkey LLC employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### Policy:

All Lowkey LLC financial records will be kept and maintained according to generally accepted accounting principles. Our comptroller is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Lowkey LLC financial/business records will be available for inspection to the Commission upon request. Lowkey LLC will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to; assets and liabilities, monetary transactions, books of accounts, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records, Lowkey LLC will incorporate the following into our business operations;

1. Lowkey LLC will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees. **[INSERT NAME OF PAYROLL PROVIDER]**
2. Lowkey LLC has and will maintain a banking relationship with Century Bank to provide banking





services for our company.

3. Lowkey LLC will use up to date financial software programs for all financial transactions.
4. Lowkey LLC does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis, Lowkey LLC will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Lowkey LLC finances (books).
6. Lowkey LLC will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the comptroller or designee. At the discretion of the comptroller the frequency of these audits may be changed to weekly and then monthly.
9. At a minimum, a comprehensive audit by the comptroller or designee of all sales transactions will be completed every month.
10. For the first year of operation the comptroller will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

**Access to the Commission:**

Lowkey LLC electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

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Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

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- g. Lowkey LLC will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.



Lowkey LLC.  
Management and Operations Profile  
Operating Policies and Procedures

### **Separating Recreational from Medical Operations**

For both cultivation and product manufacturing, Lowkey LLC (“Lowkey Dispensary”) will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission, pursuant to 935 CMR 500.105(8). In accordance with 935 CMR 500.105(g), Lowkey LLC will create a virtual separation of products. At the point of sale, Lowkey LLC will designate whether the marijuana products are intended for sale for adult use or medical use through tracking methodology approved by the Commission under 935 CMR 500.000.



Please provide the ME/MTC's plan to remain compliant with the energy efficiency and conservation regulations codified in 935 CMR 500.105, 500.103, 935 CRM 500.105 (15), and 935 CMR 500.120 (11), and/or corresponding medical regulations, as applicable:

1. Remove existing very old lighting and replace it with energy efficient LED lighting.
2. Remove existing very old windows and replace with brand new Low-E energy efficient windows.
3. Utilize as much natural lighting as possible to reduce electricity usage.
4. Remove existing very old HVAC system and replace with energy efficient HVAC system.
5. Existing walls and ceilings are insulated. Install insulation with R38 roof and R25 wall insulation value and 6 ½ inches thick on the roof with closed cell insulation and 6 inches thick
6. All construction to be in compliance with Massachusetts state energy code. When feasible, applicant will attempt to exceed energy code.

## **RECRUITING AND STAFFING STANDARD OPERATING PROCEDURE**

### **Job Description**

- Manager writes job description
- HR posts job description on DDM SALES website and Indeed or Zip Recruiter

### **Manager screens resumes, selects those of interest and sets up the interview**

#### **Interview**

Interviewee completes application, CCC Agent Registration Form and provides copy of front and back of license (in actual size) before leaving the interview – correct current address must be present on face of license or written on back of license.

- All interviewed candidates are interviewed by at least two DDM employees - Manager and preferably Assistant Manager interview

#### **Reference checks**

- Three references (prior managers if job history enables) are checked by Manager & HR
- HR conducts at least one of the reference checks on each candidate. More are conducted if Manager requests
- Once references are checked, Manager and HR share results with each other

#### **Candidate is Selected for Hire**

- For selected candidate, hiring Manager provides HR with terms of offer of employment to include job title, compensation, start date. Manager provides HR with reference check notes, completed application, CCC Agent Registration Form, copy of license (front and back)
- If new hire meets staffing plan, HR presents offer to CEO for approval of hire
- Once approved, verbal offer of employment is made by Manager or HR (Manager's choice) to include: title, compensation, start date
- HR sends Offer Letter, Benefits Summaries with a rate sheet and background check details including Fair Credit Reporting Act to selected candidate
- HR manages the process of background check, CORI, FAMA, CCC Registration
- When CCC registration is complete, HR notifies Manager and start date is confirmed
- Once start date is confirmed, HR sends new employee all new hire paperwork to be completed and returned to HR no later than employee's first day
- No employee will begin working unless at a minimum, a temporary CCC Agent Registration Card has been received by HR.

#### **Onboarding**

- HR meets with new employee on 1<sup>st</sup> day. New hires receive CCC Agent Registration, building access key, email address.
- Human Resources
  - Verify and collect onboarding documentation
  - Read the Employee Handbook
  - Present insurance plans
  - Train on timekeeping system

- Administer Confidentiality and HIPAA Training
- Conduct COVID and Anti-Harassment Training
- Answer questions regarding DDM SALES policies and procedures
- Enter Employee into timekeeping system
- Show how to work biometric system
- Complete and file I-9 documentation





DISPENSARY AGENT:  
TRAINING & STANDARD OPERATING PROCEDURES

**Vocabulary Key**

**Flowhub:** Lowkey LLC Point of Sales app identified by a green pot leaf icon.

**Virtual Gateway (VG):** The state tracking system for patient/customer allotments.

**Patient/Customer:** Anyone entering the dispensary to purchase Medical/Adult-Use Marijuana.

**Caregiver:** Someone who has been appointed by a patient/customer to purchase on their behalf.

**[COMPANY] Master List:** Excel spreadsheet updated daily with all VG and Flowhub data.

**Allotment:** All patients/customers unless otherwise specified begin their 60 days with 283.5 G or 10 Oz.

**P.O.S:** Point of Sales

**Pax:** Pax Debit is the Debit processing machines at each P.O.S.

**☐ DAILY RETAIL SETUP**

- Note: Always lock your screen and drawer when leaving your POS station. To lock your screen, move the mouse to the lower left-hand corner of your desktop.
- Sign into your computer - **password: POS**
- **Clock in on WURK to begin your day.**
- Sign into FlowHub via the GREEN app with a leaf icon that is on the toolbar on the bottom of your screen
  - Click on "Drawers" in the upper left-hand corner and choose the respective register/ POS station you are on. e.g. If you are on register 3, ensure that you are on POS 3 on Flowhub.
  - Click on "Count and Open" to begin opening your drawer.



- Begin the opening count for your register. Count EACH item as an individual piece.
  - Flowhub counts quantity vs. numeric value. e.g. input five nickels instead of 25 Cents.
  - Once counted, drawers should total \$200 to open.
  - Click the open drawer button to begin!
- Click on "Add Person to Register" and add yourself to the register
- Click into "Cashier" view on the left-hand panel.
- The Patient/Customer Queue can be seen on the right side of the screen: while staying in the "Cashier" section click on the next patient/customer in the queue.
- In Chrome, open your [Virtual Gateway](#)
  - Log In
  - Click Medical Use of Marijuana
  - Click Dispense Marijuana for Medical Use
- In a new browser tab, open Lowkey LLC Product Info Master" [Spreadsheet](#) in One Drive; within that sheet is a tab called DPH info, which has ALL of the Batch numbers, Product Weight, and other information for VG.
  - You will need to log into your Outlook account to view the Master List

#### ❑ **CHECKING A PATIENT/CUSTOMER INTO VG**

- Call patient/customer up to register by first name ONLY.
- If there are multiple patients/customers with the same first name, use the last initial ONLY.
- If there is an asterix \* next to the patient's/customer's name, drag cursor over the asterix\* to view pop up window of caregiver's name/ patient/customer notes. If cursor does not provide pop-up window, refresh Flowhub and try again.
- If patient/customer has a caregiver and does not answer to their name, call caregiver up by first name ONLY.
- Ask for the patient's/customer's (Caregiver if applicable) MA MMJ patient/customer card & second form of ID.
- Check patient/customer card and license for valid dates.



- Enter the Patient's/Customer's Registration number ( ) and their last name into Virtual Gateway and click search.
- ALWAYS CONFIRM the patient's/customer's allotted weight limit that they have left in their CCC Profile.
- Read patient's/customer's allotment to the patient/customer at the beginning of the transaction.
- DO NOT EXCEED THE PATIENT'S/CUSTOMER'S ALLOTTED WEIGHT LIMIT.

#### ☐ **MAKING A SALE TO THE PATIENT/CUSTOMER**

- **Note: Before starting your patient's/customer's order, ALWAYS verify that the patient/customer you have in VG matches with the patient/customer you have in Flowhub.**

First, go to the Customers section in Flowhub, select your patient/customer, and click "Edit". Make certain EVERY TIME that all their information has been updated (including email, discount group, loyalty points, etc.) Click update, then go to the Cashier view to proceed. Click on your current patient/customer to open their cart & begin their order.

#### **[SAMPLE] Note Discount Groups (must show proper paperwork)**

- DAV (100% VA Disabled) - 40%
- Veteran – 20%
- Employee – 30%
- Hardship – 10%
- Industry – 10%
- VIP – 15% (Management Authorized Only)

*The discounts will apply automatically to each product in their cart.*

- Click into the Search Bar and search for the patient's/customer's choice of products. Click the "+" button to add it to their cart.



- For every item that you are adding to the patient's/customer's cart, make sure that you are IMMEDIATELY inputting both the amount & the batch for each item into VG AS A SEPARATE LINE ITEM
- DO NOT hit "Proceed" on VG for dispensing until AFTER the transaction is complete.

☐ **Adding Coupons (punch card, referral card, weekly specials, etc.):**

- Click on a product name in the cart, click on Discount, click on the "\$" sign, and then enter the discount amount. Enter the "reason for discount" (with the specific code from the coupons tab of Lowkey LLC Product Info Master) and hit apply
- For more info on specific coupon codes & practices, see the Coupon SOP (Lowkey LLC Master List will also contain all info regarding coupons)

☐ **CHECKOUT**

- **REVIEW** the patient's/customer's order by reading the order back to them. DO THIS FOR EVERY SINGLE PATIENT/CUSTOMER. Once you have confirmed, click checkout.
- **VERIFY** that the Patient's/Customer's VG and Flowhub Cart match before dispensing.
- **Cash**
  - Enter the \$ number in the "\$ amount" box and hit Apply. Enter your personal pin number and hit "Accept". Both the labels and the receipt will be printed. Hand the patient/customer their change and receipt and thank them for their visit.
- **Debit**
  - Click "Card" and enter the last 4 digits of the patient's/customer's debit card. Enter the transaction amount in the space below the card number, MAKING SURE TO ROUND UP TO THE NEAREST INCREMENT OF \$5.
  - Swipe their card, select, "Withdraw" then "Checking." Have the patient/customer enter their PIN on the pin-pad. Enter the transaction



amount on the PAX machine. Accept the \$3 fee and wait until you see "Transaction Approved".

- Enter your personal pin number and hit "Accept". Both the labels and the receipt will be printed. Hand the patient/customer their change and receipt and thank them for their visit, using their first name.
- **Debit and Cash together**
  - Enter cash amount in "Cash" box & hit apply. Next click "Card" & enter card info & remaining amount and click "Apply". The total added together will appear underneath.
  - Enter your personal pin number and hit "Accept". Both the labels and the receipt will be printed. Hand the patient/customer their change and receipt and thank them for their visit.

#### ☐ **AFTER PAYMENT**

- Once the transaction has been approved in Flowhub, IMMEDIATELY dispense the patient/customer in VG. ONLY DO THIS ONCE THE TRANSACTION HAS BEEN APPROVED.
- CAREFULLY Double check the product information in VG and hit "Proceed".
- Click "lookup" in VG to return to the main page. Check both Flowhub and the waiting room for patients/customers, and then call up to register the next patient/customer in a timely manner.

#### ☐ **CLOSING THE DRAWER**

- **Note: Never count your register in front of patients/customers. Always bring register to Steve's Dungeon. Utilize one of the totals sheets (found in the white envelope) to write your cash on. Always consult a manager if your end of day close outs does not match. SHRED TOTALS FORM ONCE TOTALS ARE INPUT INTO FLOWHUB.**
- Use a white envelope from and on the left-hand side write
  - Your Name:
  - The Date:
  - Cash:



- Debit:
- Total:
- Double Counted By:
  
- At the end of your shift, in FlowHub go to the drawer's tab in the left-hand panel
- Choose your drawer/ POS station and on the right-hand side click "Close Drawer"
- Cash
  - Begin by counting down your register. Enter each item quantity in FlowHub under the correct tab. Count each item in number of coins or dollars instead of total value.
    - ***Note: FlowHub counts quantity vs. numeric value. E.G enter five nickels instead of 25 cents.***
  - Once totaled, you will want to bring your drawer back to the beginning cash total of \$200. To do this, subtract \$200 from your end-of-day total cash amount. This number is your envelope deposit.
  - On your envelope fill in the cash total (i.e. amount removed from the cash drawer) next to "Cash".
- Debit
  - On your PAX debit station
    - Click reports
    - Enter the managers pin: 123456
    - Print the detailed report and attach it to the receipts from the day in chronological order.
    - Verify that your PAX debit reports match the expected debit in FlowHub.
    - If reports match, under "Debit Transaction" click "Card totals report match's expected debit amount."
      - ***Note: If reports do not match have a manager review your drawer with you.***
  - On your envelope fill in the total debit as confirmed with Pax and FlowHub.
- Envelope
  - BEFORE CLICKING THE CLOSE DRAWER BUTTON ON FLOWHUB, have someone double-count your deposit & register. They will then sign the envelope to verify that your counts are accurate.



- Add the Cash total and the Debit total together. Fill this in next to total sales
- Closing P.O.S
  - SIGN OUT OF FLOWHUB, VG, AND ALL TABS ON YOUR DESKTOP.
  - PLACE REGISTER KEYS IN THE CASH DRAWER.
  - Give closing envelope and drawer to manager to be placed in the vault, unless otherwise instructed.
  - Lock the register drawer.
  - Drag mouse to lower left-hand corner of screen to lock.
  - Plug in the mouse to charge.
  - Offer to count someone else's drawer if you are finished early.
  - If all drawers are counted, check with the manager for cleaning duties
  - Clock out of Work



## **Operating Policies and Procedures**

### **Quality Control and Testing Procedures**

**Low key LLC**  
**MRN283332**

## **Quality Control**

No marijuana or marijuana product will be sold or marketed for adult use that is not tested by Independent Testing Laboratories and deemed to comply with the standards required under 935 CMR 500.160, except as allowed under 935 CMR 500.000.

Low Key will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established by the Commission. Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the product. The notification from Low Key will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Low Key will maintain the results of all testing for no less than one year. Low Key will process cannabis in a safe and sanitary manner. We will process the leaves and flowers of the female cannabis plant only, which will be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

We will comply with the following sanitary requirements:

- Any agent whose job includes contact with cannabis or nonedible cannabis products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- Any agent working in direct contact with preparation of cannabis or nonedible cannabis products will conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and
  - 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.
- 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 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
- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations





- Litter and waste will be carefully removed, disposed of 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)
- Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair
- Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition
- 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
- All toxic items will be identified, held, and stored in a manner that protects against contamination of cannabis products
- The water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Cannabis Establishment's needs
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry enough water to required locations throughout the Cannabis Establishment.
- Plumbing will properly convey sewage and liquid disposable waste from the Cannabis Establishment. There will be no cross-connections between the potable and wastewater line
- We will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing -No cannabis product, including cannabis, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

### **Transportation**

Low key may contract with a licensed marijuana transporter, to transport product between low key and other licensed marijuana establishments.

Low key shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking.

Any marijuana product that is undeliverable or is refused by low key , shall be transported back to the originating location

Within eight hours after arrival at low key, inventory agents at low key must re-weigh, re-inventory, and account for, on video, all marijuana products transported.

In the case of an emergency stop during the transportation of marijuana products, to or from low key, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle



Low key will randomize its times and routes when scheduling transportation of marijuana products.

**Product Deliveries:**

- The packaging/inventory manager and the General Manager will be responsible for scheduling all product deliveries. The packaging manager will be in contact with the representative from the company that is providing the product delivery.
- The Delivery Company will notify the packaging/ inventory manager when they are 5-10 minutes away from the store. At this time, the MOD will notify the members of security.
- The security team member located outside or at the front door will come inside to the waiting room. The security team member located on the retail floor will move to the exit door. The member of security located at the exit door will head outside to the back lot and will be responsible for opening and closing the gate for and behind the delivery company.
- They will open the gate when the vehicle arrives, the vehicle will enter the back lot and park in space 1. At this time security will close and lock gate, and notify the MOD that the vehicle is in place. The MOD will then open the back door and allow the delivery company in.
- They will sign the visitor log and will then load in the product. The MOD will let them back outside and will lock door behind them. Security will then open gate and allow the company to leave the premises.
- The gate will then be closed and locked once they leave. The security team members will then return to their original locations.

When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or receipt after, the video must show each product being weighed, the weight, and the manifest

Low Key agents must document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such discrepancy

Low Key agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents

A manifest shall be filled out in triplicate, with the original manifest remaining with the originating ME, a second copy provided to the destination ME upon arrival, and a copy to be kept with the licensed ME agent during transportation and returned to the ME or marijuana Transporter upon completion of the transportation

Prior to transport, the manifest shall be securely transmitted to low key by facsimile or email

Upon arrival to low key, a Low key agent shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by the facsimile or email. This manifest must, at a minimum, include:

- a) the originating ME name, address, and registration number;
- b) the names and registration numbers of the agents who transported the marijuana products;
- c) the name and registration number of the ME agent who prepared the manifest;
- d) Low key's name, address, and registration number;



- e) a description of the products being transported, including the weight and form or type of product;
- f) the mileage of the transporting vehicle at the departure from the originating ME and the mileage upon arrival at low Key, as well as mileage upon return to originating ME;
- g) the date and time of departure from originating ME and arrival at the Low key for each transportation; a signature line for the Low Key agent who receives the marijuana products;
- h) the weight and inventory before the departure and upon receipt;
- i) the date and time that the transported products were re-weighed and re-inventoried; the name of the Low key agent who re-weighed and re-inventoried products; and the vehicle makes, model, and licensed plate number

Low key shall retain all transportation for no less than one year and make them available to the Commission upon request

The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed

When management receives the call that the driver is 20 minutes away, all work stops in the packaging room, everything that's being worked on gets put away and everything gets cleaned (trash) or anything loose or not a part of the packaging or receiving process, it's all hands on deck for the package room.

Manager or supervisor on duty will check for damages, count products, check labels, and match information to our records and what we ordered + packing slip, also checking for proper weights, names and sizes written on packaging.

Any marijuana product that is undeliverable or is refused by Low key, shall be transported back to the originating location. vice versa, if any product delivered by Low key (if Low key ends up delivering) is refused, it will be brought back to low key.

**Weighing, packaging and entering cannabis products into Metrc and transferring to the sales floor or storing in the safe**

- One low key employee will have already placed a plastic bin on the scale plate and zeroed out the scale by pressing tare.
- Place received product in bin, on the scale, a pound weighs 448 grams, if there's 10 pounds on the scale, there should be 4,480 grams, anything less, is considered short, all movement in package room ceases and must be reported right away to manager on duty, if everything is accounted for then move on to the next step
- Separate pounds are being stored in back from pounds being broken down into pre rolls, 8ths, or both and is to be transferred to the retail floor
- Print all tags from Metrc associated with the cannabis that was received
- Enter all weights and counts of inventory received into Metrc and flowhub.
- Immediately put the flower that is to be stored inside the safe room, inside the safe room and stored properly.
- 1, and no more than 2 Low key employees will handle the storing and breaking down of cannabis



- They will open and dump flower into a bin that will be placed near the smaller table scales
- place bowl or cup on scale, zero out the scale by pressing tare
- Weight out 8ths at 3.5 grams, quarters at 7, half's at 14
- Before the delivery arrives, the packaging manager or supervisor already has communicated with the retail manager and knows what is needed to be sent to the retail floor
- all gloves will be placed on a designated table and thrown out by inventory and packaging manager
- all trash will be thrown away by manager or supervisor on duty, and witnessed by at least one other Low Key employee

Low key will have all new employees complete the responsible vendor training Program within 90 days of being hired

- Responsible Vendor Program documentation will be retained for four years

## **Covid-19 agent reporting writing**

Low key will have and follow written operating procedures promoting workplace safety, which includes protocols addressing COVID-19 (Coronavirus). Licensee COVID-19 Standard Operating Procedures should include reports to the Commission of any instance of an employee work-related illness resulting in a confirmed COVID-19 case immediately after obtaining actual knowledge of a confirmed case, but in no event later than twenty-four (24) hours. Licensees are to report this information using the Agent COVID-19 Reporting Form on the Commission website.



**Operating Policies and Procedures**  
**Detailed Description of Qualification and Intended trainings for**  
**Agents**  
**Lowkey LLC**  
**MRN283332**

## **Agent Training**

All Lowkey employees will receive extensive training prior to commencing work.

- Training and education will be ongoing and all-encompassing.
  - covering regulatory compliance
  - seed-to-sale tracking
  - point-of-sale training.
  - dispensing
  - security protocols and diversion prevention
  - health and safety protocols, sanitation
  - Commission rules & regulations,
  - SOP's regarding products, Identifying underage users, code of conduct, emergency protocols, incident reporting.

Lowkey will have all new employees complete the responsible vendor training Program within 90 days of being hired

- Responsible Vendor Program documentation will be retained for four years. 935 CMR 500.105(2)

Lowkey's current owners, managers, and employees shall complete the Responsible Vendor Program will have all new employees complete the responsible vendor training Program within 90 days of being hired as well. 935 CMR 500.105(2).

Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's) and various other materials and methods as deemed appropriate.

Proper training is the cornerstone of maintaining compliance in this rigorously regulated industry. In order to achieve core-competency among all employees and agents of the company we have developed a mandatory training regimen.

Upon hire, all employees and agents, including the principals and/or owners of the company, will be required to undergo written and lecture based training during the first week of employment. Before cultivation operations commence all employees and agents must complete the training and show core-competency by passing a written exam for each required subject area. Some subject areas are required for all employees and agents, whereas other are job specific. Each job description will have a list of the required training for that position.



If core-competency cannot be achieved the employee or agent will not be able to progress to the 'hands-on' training curriculum and participate in production activities.

Lowkey will employ over 28 full-time employees. Within the next 16 months we will grow to over 80 employees to staff Lowkey cultivation facility. Individual job descriptions have been developed for each position in the organization. The purpose is to ensure that all personnel are clear about their role and responsibilities, and understand how their position contributes to the safe, efficient operation of Lowkey. Management positions include the following:

- Board of Managers - Oversee the entire dispensary operation and ensure that Lowkey successfully delivers on its mission and business objectives.
- Chief Executive Officer - Organize and supervise day-to-day operations.
- Chief Operations Officer - Oversee the provision of all services related to customers service and ensure that the dispensary maintains regulatory compliance and provide for effective customer advocacy procedures.
- Inventory fulfillment Manager - Supervise the safe processing, retail packaging, acquisition, delivery, and inventory of new supplies of product.
- Sales Manager - Oversee retail package handling, display, dispensing and proper storage of product.
- Chief of security - Monitor all areas of operations to ensure the safety of patients, staff, and neighbors and compliance with all laws and regulations.
- Cultivation Manager - Responsible for the cultivation, extraction, and manufacturing facility. Responsible for strain selection, grow plans and management of cultivation, trimming, drying, curing and processing teams.

**Diversion Prevention** - Diversion is the illegal taking of medical marijuana from the legal cultivation operation's production or cultivation line or inventory. Any physical moving of marijuana from its assigned and tracked point of origin or current assigned placement in the facility, or attempt thereof is considered diversion or attempted diversion. Further, any unapproved changes to the digital inventory tracking system may constitute attempted diversion and will be investigated.

The training will be comprised of a review of the sections of the Act and Regulations pertinent to security, inventory, marijuana storage, diversion detection as well as prevention.

Employees and agents will be informed that diversion of medical marijuana may result in criminal charges and termination of employment for those individuals who participate, aide in or abet diversion.

Employees and agents will be asked to sign, as a condition of employment, an attestation statement that they are aware of the definition and illegality of diversion.

***Our detection training will be achieved by educating employees and agents about the following two methods that will be employed:***



#### **Continuous maintenance of our inventory tracking system:**

Most losses of marijuana will be red flagged by the inventory tracking system. Regular auditing of inventory of marijuana at the facility will help ensure diversion is either deterred and or discovered. Given that some minor deviations in weight are expected due to temperature changes and degradation of flower, we will be observant for patterns indicative of diversion in those deviant weight changes.

#### **Recognition of signs of diversion**

- There are many possible signs of diversion including firsthand witnessing of a theft however there are possibly subtler indicators such as odd employee behavior or visible changes in plant or batch size.
- Prevention training is comprised of behaviors and actions that make diversion difficult. Creating a culture of total compliance is only a part of what must be done to prevent diversion. In addition, organization, proper tracking protocols
- steady-fast compliance with the Act and managerial intolerance towards unacceptable behaviors and actions help create a stronger deterrent.
- We will also strive to reward employees that achieve higher levels of accuracy in product handling.

#### **Federal and State Marijuana Laws**

- All employees and agents will receive a job offer or contract agreement for employment. As part of that offer/agreement we will provide an attestation form which states: "By accepting this position you understand that your employment may be in violation of the Federal Controlled Substances Act, as marijuana manufacturing and possession remain illegal under Federal Law."
- Employees will be provided a copy of the "Cole Memorandum" issued by the Department of Justice.
- Our company attorney will be contracted to provide a marijuana laws training session for all new employees and agents to ensure they have the necessary and requisite understanding of state and federal laws as they pertain to marijuana.
- All employees and agents will be required to read the CCC regulations. After completion of this reading, they will be required to sign an attestation that they have read and understand their obligations under the Regulations and the Act.

#### **Standard Operating Procedures Training**

- The company will employ job descriptions for each available position. Each job description will include a list of required standard operating procedures that must be administered to establish core-competency for that position.
- The new hire will receive copies of the required SOP's and will be required to read them prior to taking a written exam. The new hire will not be able to proceed to the hands-on training curriculum until they have developed core-competency in the required procedures.
- If an employee has not developed core-competency for both the hands-on and written curriculums by the end of their probationary period they may be terminated.



## **Covid-19 agent reporting writing**

Lowkey will have and follow written operating procedures promoting workplace safety, which includes protocols addressing COVID-19 (Coronavirus). Licensee COVID-19 Standard Operating Procedures should include reports to the Commission of any instance of an employee work-related illness resulting in a confirmed COVID-19 case immediately after obtaining actual knowledge of a confirmed case, but in no event later than twenty-four (24) hours. Licensees are to report this information using the Agent COVID-19 Reporting Form on the Commission website.





## **Operating Policies and Procedures**

### **Personal Policies**

**Low key LLC**

**MRN283332**

#### **MAINTAINING OF FINANCIAL RECORDS**

Lowkey's ("Lowkey") 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:

- A. 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.
- B. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - o Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Lowkey.
- C. All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;



- Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and If collocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- D. 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.
- E. Application Renewal Records
- Lowkey 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.



- F. Lowkey will have each lowkey agent sign and understand that there will be immediate dismissal of any agent who has diverted marijuana, engaged seen in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to minor. As stated in code 935 CMR 500.105(1)

## **Record-Keeping Procedures**

Lowkey LLC ("Lowkey Dispensary") will assure record-keeping procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana. Operating procedures presently in use by Lowkey LLC, and in compliance with 105 CMR 725.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana will be updated to meet these standards. All Lowkey LLC Records will be available for inspection by the Commission, upon request. In the event Lowkey LLC closes, all records will be kept for at least two years at the expense of Lowkey LLC.

Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

1. Personal Records
2. Financial Records
3. Inventory Records
4. Business Records
5. Waste Disposal Records

### **1. Personal Records**

Lowkey's personnel records include, job descriptions for each employee and volunteer position, well an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personal records will be maintained for at least 12 months after termination of the individual's affiliation with Lowkey LLC 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.
- All background check reports obtained in accordance with 935 CMR 500.030. Additionally, Lowkey LLC has developed a staffing plan that demonstrates accessible business hours and safe cultivation conditions;

## **2. Financial Records**

Lowkey LLC financial records will be maintained in accordance with generally accepted accounting principles. Financial records, which shall include manual or computerized. Financial records include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lowkey LLC

## **3. Inventory Records-**

Lowkey LLC will not commence adult-use sales until approval from the Commission, subject to the

limitations in 935 CMR 500.140(10). Because Lowkey LLC will also be selling medical marijuana at its facilities, we will create virtual separation of our products. At the point of sale, we will also designate whether marijuana products are intended for sale for adult use or medical use through tracking methodology approved by the Commission. Lowkey LLC will assure to follow laws governing taxation in the Commonwealth, including, but not limited to, the laws regarding taxation, filing audit and seizure.

Lowkey LLC will continue to utilize real-time seed-to-sale inventory tracking methodology. Lowkey LLC will utilize Seed-to-sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products intended for sale for adult use or medical use. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:

- marijuana seeds
- marijuana plants in any phase of development such as propagation, vegetation, and flowering
- marijuana ready for dispensing
- all marijuana products
- all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal



Lowkey LLC will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of cultivation, and finished, stored marijuana. Lowkey LLC will conduct monthly marijuana in the process of cultivation and finished, stored marijuana. Lowkey LLC will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory. Oral devices will not be used for inventory control. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

## **4. Business**

Business records may be computerized or manual. Records will include: assets and liabilities; monetary transactions; books of accounts which 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lowkey LLC.

## **5. Disposal Records**

Lowkey LLC will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.

## **Diversion Prevention**

Diversion is the illegal taking of medical marijuana from the legal cultivation operation's production or cultivation line or inventory. Any physical moving of marijuana from its assigned and tracked point of origin or current assigned placement in the facility, or attempt thereof is considered diversion or attempted diversion. Further, any unapproved changes to the digital inventory tracking system may constitute attempted diversion and will be investigated.

Low Key will offer an employee discount of 35% as a way of combating employee theft. Management will also have the option to give small free samples of new products to each employee.

The training will be comprised of a review of the sections of Act and Regulations pertinent to security, inventory, marijuana storage, diversion detection as well as prevention.

Employees and agents will be informed that diversion of marijuana may result in criminal charges and termination of employment for those individuals who participate, aide in or abet diversion.



Employees and agents will be asked to sign, as a condition of employment, an attestation statement that they are aware of the definition and illegality of diversion.

Our detection training will be achieved by educating employees and agents about the following two methods that will be employed:

***Continuous maintenance of our inventory tracking system:***

- Most losses of marijuana will be red-flagged by the inventory tracking system.
- Regular auditing of inventory of marijuana at the facility will help ensure diversion is either deterred and or discovered.
- Given that some minor deviations in weight are expected due to temperature changes and degradation of flower, we will be observant for patterns indicative of diversion in those deviant weight changes.

**Recognition of signs of diversion:**

- There are many possible signs of diversion including first hand witnessing of a theft however there are possibly subtler indicators such as odd employee behavior or visible changes in plant or batch size.
- Prevention training is comprised of behaviors and actions that make diversion difficult. Creating a culture of total compliance is only a part of what must be done to prevent diversion. In addition, organization, proper tracking protocols, steady compliance with the Act and managerial intolerance towards unacceptable behaviors and actions help create a stronger deterrent.
- We will also strive to reward employees that achieve higher levels of accuracy in product handling.

**Federal and State Marijuana Laws –**

- All employees and agents will receive a job offer or contract agreement for employment. As part of that offer/agreement we will provide an attestation form which states: “By accepting this position you understand that your employment may be in violation of the Federal Controlled Substances Act, as marijuana manufacturing and possession remain illegal under Federal Law.”
- Employees will be provided a copy of the “Cole Memorandum” issued by the Department of Justice.
- Our company attorney will be contracted to provide a marijuana laws training session for all new employees and agents to ensure they have the necessary and requisite understanding of state and federal laws as they pertain to marijuana.
- All employees and agents will be required to read the CCC Regulations. After completion of this reading they will be required to sign an attestation that they have read and understand their obligations under the Regulations and the Act.

**Standard Operating Procedures Training.**

- The company will employ job descriptions for each available position. Each job description will include a list of required standard operating procedures that must be administered to establish core-competency for that position.
- The new hire will receive copies of the required SOP’s and will be required to read them prior to taking a written exam. The new hire will not be able to proceed to the hands-on training curriculum until they have developed core-competency in the required procedures.  
If an employee has not developed core-competency for both the hands-on and written curriculums by the end of their probationary period they may be terminated.



## Employee Theft

Low Key values all employees and their property, and expects that employees in turn value the company and its assets. Therefore, we will tolerate no employee theft, or stealing of any kind, including fraudulent time card reporting.

- That includes theft of money, information, products, inventory, tools or any item, information or idea that belongs to the company or to an employee, customer or business partner of the company.
- As such, we expect all incidents of employee theft to be reported immediately to your supervisor or HR representative, along with any data or information you have observed or obtained.

We further retain the right to use video cameras and audio recording methods as well as software to identify and detect employee theft.

Below are examples of types of theft to illustrate prohibited behaviors:

- Employees may not take money, customer credit card numbers or company checks without prior authorization and documentation.
- Employees may not take products without payment, such as inventory, including samples, or broken / returned items or any company equipment or supplies.
- Employees may not give away products or services without prior approval. This includes not giving freebies to friends and family, taking home samples without prior approval, to anyone without documentation and payment.

Employees caught breaking any state or federal law, including employee theft of private or company property or falsifying timekeeping records will be terminated with no warning given.

- In addition a police report may be filed, as well as a potential lawsuit against the employee with a request for restitution of funds or products, inventory or assets.
- To prevent employees from false accusations, we will investigate all claims of theft or employee stealing, and discipline any employee making a false accusation

## Drug and Substance Policy

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol.

- This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether on Company premises) or while representing the Company, is strictly prohibited.



Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances.

which may impact an employee's ability to perform his or her job or otherwise pose safety concerns.

- except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.
- However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirements, to the extent permitted by and in accordance with applicable law.

This restriction does not apply to responsible drinking of alcohol or ingestion of cannabis at business meetings and related social outings. Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history, which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

Employees must notify the Company within five calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, so that the Company can advise any of Company's clients (including governmental agencies, if applicable) of such conviction as required by contract. All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Company.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the Company, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program

## **Covid-19 agent reporting writing**

Low key will have and follow written operating procedures promoting workplace safety, which includes protocols addressing COVID-19 (Coronavirus). Licensee COVID-19 Standard Operating Procedures should include reports to the Commission of any instance of an employee work-related illness resulting in a confirmed COVID-19 case immediately after obtaining actual knowledge of a confirmed case, but in no event later than twenty-four (24) hours. Licensees are to report this information using the Agent COVID-19 Reporting Form on the Commission website.





## **Operating Policies and Procedures**

### **Diversity Plan**

#### **Lowkey LLC**

#### **MRN283332**

Lowkey will ensure that our Diversity Plan will promote equity, ensuring everyone is treated the same. Our diversity plan and goal are to:

- empower our employees by respecting and appreciating what makes them different, in terms of gender, ethnicity, disability, sexual orientation/identification of veteran status.
- Our diversity plan allows for the exploration of these differences in a safe, nurturing and positive environment.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Lowkey is a diverse and inclusive company that promotes a discrimination-free and equitable work environment providing opportunities for all employees to use their diverse talents to support the company's mission.

Lowkey will comply with the requirements of 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted by Lowkey will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Goals: Lowkey is committed to achieving the following goals through this plan:

1. Our goal at Lowkey is to create a workplace and management team that will be as diverse as possible. Our goal will be focused to attract and retain qualified employees who are

- 1) 60 % Minorities,
- 2) 50% Women,
- 3) 20 % Veterans,
- 4) 10 % People with disabilities; and
- 5) 10 % Individuals who are LGBTQ and/or identify as a non-normative sexual identity.

2. Make the Lowkey workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.



- We aim to have an 85% retention rate (of all employees on a yearly basis) and a 95% positive job satisfaction rating from all employees as it pertains to workplace inclusion, safety and environment.

3. Lowkey also will include our suppliers and wholesale partners into our diversity plan by making every effort to engage with businesses owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities or individuals who are LGBTQ and/or identify as a nonnormative sexual identity. It is our goal to have 20% of our suppliers, contractors and industry wholesale partners meet at least one of the criterion above.

To reach this aspirational goal, our team will conduct preliminary research to find a suppliers that meet at least one of the criterion above. Such research will include viewing the company's team on their website, and looking at other publicly available information. Our goal is to spend approximately 1-2 weeks on research to find if the supplier meets at least one of the criterion above and then presenting our findings along with other information about each organization to the rest of the management team in a management meeting for input and further action.

#### Programs for Achieving Goals:

##### 1. Recruitment and Hiring Program:

- Recruitment and hiring preference will be offered to individuals who meet the criteria that we have outlined in our goals.
  - a. We will post our employment opportunities at the Codman Square neighborhood development career center and Codman square health Center.
  - Lowkey will promote our hiring preference on our own website, recruitment websites and on our social media presence such as Twitter, Instagram, LinkedIn, Viridity and other appropriate sites.
  - Lowkey will participate in job fairs and any workshops available at the Codman Square Neighborhood development center
  - Lowkey will hold our first job fair 90 days after receiving our provisional license from the Commission.
    - Lowkey will hold our second and subsequent job fairs on an as needed basis.
  - Lowkey employees that work at least 30 hours per week, (130 hours per month) will receive vacation and sick time benefits as well as access to a healthcare plan as it becomes available.
  - Lowkey will institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
  - Lowkey will use job descriptions that are catered to and appeal to diverse candidates.

##### 2. Supplier Program



- Our goal is to have at least 20% of our suppliers be from a diverse group as detailed above. To achieve this end, we will have a two-fold process:
  - Firstly, we will identify qualified suppliers and place them in a general pool for consideration. From there we will identify if any suppliers in that pool meet the above criteria for consideration. If not, we will conduct research to find qualified suppliers that do and add those suppliers to the existing pool.
  - From there, we will hold at least one organizational meeting to present the pool for consideration, noting the ones that meet our diversity goal, in addition to presenting their other qualifications along with all in the pool. The Management team is tasked with analyzing the pool and deciding on appropriate candidates to move forward with, while ensuring to include a diversity candidate. Example: If five suppliers are selected, then at least one will meet at least one of the following criterion: the business is owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities or individuals who are LGBTQ and/or identify as a nonnormative sexual identity.

### 3. Employee Satisfaction

- To ensure that Lowkey is in tune with our employees and their comfort in their job roles and the company culture, we will document 1) employee retention rate, and 2) employee satisfaction.
  - To measure the retention rate, Lowkey will work with the HR department to note the current number of employees at the beginning of each calendar year, including new hires in that year, and at the end of the year note the number of current employees at that time. Metrics will breakdown such information to show also in a separate lines - new hires in the calendar year and remaining new hires at end of year. Retention rate will look at retention generally (current employees beginning of year vs. current employees end of year) and retention of new hires.

Lowkey acknowledges that the progress or success of its Plan must be documented upon renewal, and each year thereafter.

All of our job postings will clearly promote our hiring priorities and encourage candidates who fall into our plan to apply. Our Human Resources staff will receive training annually and our hiring managers will receive training upon being hired and annually thereafter (from date of hire). The training will be provided by our Human Resources staff

Lowkey shall hold a Community Outreach Meeting via virtual, web-based means. The technology, including public interaction capabilities, shall be tested at least once prior to the date of the meeting.



Lowkey shall follow all accessibility requirements, including the Americans with Disabilities Act (ADA) Accessibility Guidelines. This shall include, but is not limited to, closed captioning. The applicant may wish to liaise with the host community's ADA coordinator.