



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282937
Original Issued Date: 06/05/2020
Issued Date: 06/05/2020
Expiration Date: 06/05/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Legal Greens, LLC

Phone Number: 617-419-6719 Email Address: VANESSA@LEGALGREENS.NET

Business Address 1: 73-75 Pleasant St

Business Address 2:

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 71 Legion Pkwy, suite 25

Mailing Address 2:

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EEA202396

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control:

51

Role: Owner / Partner

Other Role:

First Name: Vanessa

Last Name: Jean-

Suffix:

Baptiste

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40

Percentage Of Control:

40

Role: Owner / Partner

Other Role:

First Name: Mark

Last Name: Bouquet

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 9

Percentage Of Control: 9

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: Maloney

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Theory Wellness, INC

Entity DBA:

Email: brandon@theorywellness.org Phone: 845-661-4866

Address 1: 38 MONTVALE AVE., SUITE 210

Address 2:

City: stoneham

State: MA

Zip Code: 02180

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 10

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 73-75 Pleasant Street

Establishment Address 2:

Establishment City: Brockton

Establishment Zip Code: 02301

Approximate square footage of the establishment: 2300

How many abutters does this property have?: 21

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Brockton Zoning Bylaws Status.pdf	pdf	5d855c91e5d43b08be8d7fa8	09/20/2019
Community Outreach Meeting Documentation	community ATTACHMENT A.pdf	pdf	5d97a659a489aa1afc4012ff	10/04/2019
Certification of Host Community Agreement	Oct 4, Doc 1.pdf	pdf	5d97a6994e842f1b123bbd77	10/04/2019

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	Community Impact Plan Brockton Final.pdf	pdf	5df7c932d74bf6532e9ff07f	12/16/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Vanessa

Last Name: Jean-Baptiste Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: Maloney Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: Mark

Last Name: Bouquet Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Sponsor

Other Role:

Entity Legal Name: Theory Wellness INC.

Entity DBA:

Entity Description: Marijuana Establishment

Phone: 845-661-4866

Email: Brandon@theorywellness.org

Primary Business Address 1: 38 Montvale Ave #210

Primary Business Address 2:

Primary Business City: Stoneham

Primary Business State: MA

Principal Business Zip Code: 02180

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	aug 19 19 cert of good standing.pdf	pdf	5d61cb7e38be9e227ac51936	08/24/2019
Secretary of Commonwealth - Certificate of Good Standing	Sep 11, Doc 1.pdf	pdf	5d796d210473c3226f35ce3c	09/11/2019
Articles of Organization	CorpSearchViewPDF.aspx.pdf	pdf	5d85590ce5d43b08be8d7fa0	09/20/2019
Bylaws	Legal Greens Operating Agreement.pdf	pdf	5d9d06812e767115bf438b90	10/08/2019

No documents uploaded

Massachusetts Business Identification Number: 001330381

Doing-Business-As Name:

DBA Registration City: Brockton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Legal Greens Retail Business Plan (24-MAY-19) Brockton 2.0.pdf	pdf	5d61cbb832375f1de7f6c752	08/24/2019
Proposed Timeline	Timeline for the Cannabis Control Commission (Brockton).pdf	pdf	5d9e04b867e7d91adfc68508	10/09/2019
Plan for Liability Insurance	Plan to obtain insurance.pdf	pdf	5df24bf8fe65bd57506ffd6d	12/12/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5d8e7a7dd471f115eb598d65	09/27/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5d8e7af1a489aa1afc400003	09/27/2019

Quality control and testing	Quality Control and Testing .pdf	pdf	5d8e7ba9bc90861af114ae8a	09/27/2019
Record Keeping procedures	Record keeping Procedures.pdf	pdf	5d8e7eba4e842f1b123baa4d	09/27/2019
Security plan	Security Plan Brockton.pdf	pdf	5da9218ac9aebd2b498a81c7	10/17/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5da921b173225f2fcd764739	10/17/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5da921d6b207f82b12a92f83	10/17/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5da92212ec4af12b54269f8e	10/17/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5da9224e63788d2fee314ef9	10/17/2019
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5da92278b207f82b12a92f87	10/17/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5da9229cba9d562b3e030788	10/17/2019
Qualifications and training	Qualifications and Employee Training.pdf	pdf	5da922ebec4af12b54269f92	10/17/2019
Plan for obtaining marijuana or marijuana products	Plan For Obtaining Marijuana or Marijuana Products.pdf	pdf	5da923e9b35b62300f5d7cc1	10/17/2019
Diversity plan	Diversity Plan.pdf	pdf	5df28a3eb7ff09534b9fef0e	12/12/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

Date generated: 03/25/2021

HOURS OF OPERATION

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

Brockton Zoning Bylaws Status

Brockton has zoning bylaws in place that pertain to Marijuana Retailers. This zoning bylaw was passed on February 25, 2019 at the monthly City Meeting.

- Marijuana Retailer and the retail sale of marijuana Accessories shall be special permitted uses only in C2, and C3
- No Marijuana Establishment or Medical Marijuana Treatment center may be located no closer than 500 feet from a preexisting public or private schools; providing education in kindergarten or any of grades 1 through 12.
- A Marijuana Retailer cannot establish a location no closer than 500 ft away from a preexisting Marijuana Retailer.
- All participants must apply for Marijuana Establishment in the Planning Board Department
 - Present an operations plan to Site Plan Review
 - Present an operations plan to Zoning Board of Appeals
- No marijuana shall be smoked, eaten or otherwise consumed or ingested on the premises, unless specifically authorized by the City pursuant to G.L.94G

Compliance with Brockton Zoning Bylaw

- Legal Greens proposes a Marijuana Retailer, located in C2 and C3 zoning.
- Legal Greens is also compliant with local buffer zone restrictions
- Legal Greens is scheduled to present operations plan for Special Permit and Site Plan Review in November 2019

Plan to remain compliant with local zoning in the future:

Legal Greens has created a relationship with the City, including with the Mayor office, City Councilors, and Diversity Committee. We would work with these officials if there were any proposed changes to local zoning or licensure that would impact our operations. Legal Greens will adhere to all aspects of the zoning by law pertaining to operating our Marijuana Retailer.

Community Outreach Meeting Attestation Form

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

I, Vanessa Jean-Baptiste, (*insert name*) attest as an authorized representative of Legal Greens (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 9/10/19 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 8/31/2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 8/28/2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 8/29/2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).



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

From: Pgurley@cobma.us >

To: [Mark Bouquet](#) >

[Hide](#)



**Re: To whom it may concern,
Vanessa Jean Baptiste, President of
Legal...**

Today at 2:43 PM

Hi Vanessa,
This will verify that we received a copy of
your public notice as stated above.
Pamela Gurley
Department of Planning & Economic
Development

On Tue, Sep 17, 2019 at 1:47 PM Mark
Bouquet <mark@legalgreens.net> wrote:
To whom it may concern, Vanessa Jean
Baptiste, President of Legal Greens LLC,
provided the city of Brockton with a public
notice on 8/29/19 informing the city that a
community outreach would be presented on
9/10/19.

Notice to the Public

**Notice is hereby given that a Community Outreach Meeting for a
proposed Marijuana Establishment is scheduled for:**

Date: September 10, 2019

Time: 6 pm

Location: Brockton Main Library, 304 Main Street Brockton, MA 02301,
Basement Level.

**The proposed Retail Marijuana Establishment is anticipated to be
located at:**

73-85 Pleasant Street Brockton, MA 02301.

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

7019 0700 0001 5039 2215

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
BROCKTON MA 02301 OFFICIAL USE	
Certified Mail Fee	\$3.50
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$0.55
\$	
Total Postage and Fees	\$4.05
\$	
Sent to [Redacted]	
Street [Redacted]	
City, State, ZIP+4® Brockton MA 02301	

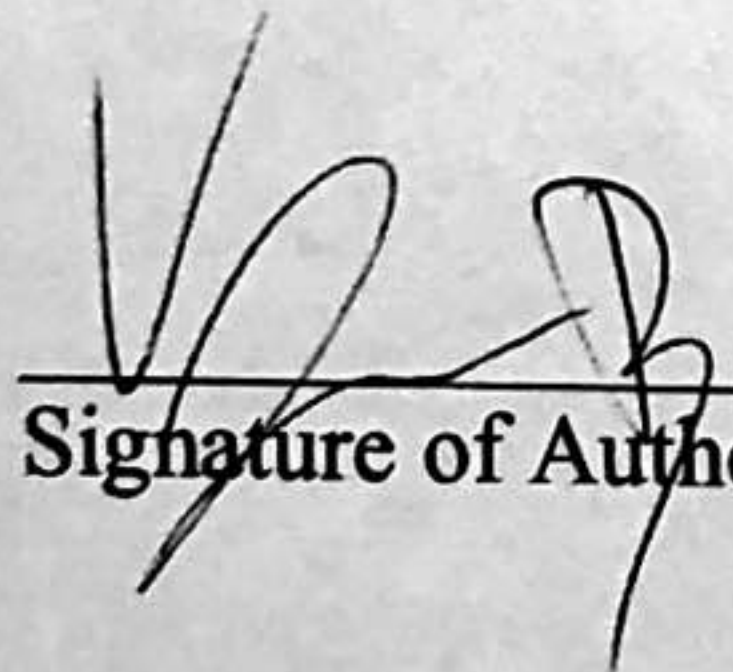
0401 16
BROCKTON MA 02302
Postmark Here
AUG 29 2019
08/29/2019
USPS

Host Community Agreement Certification Form

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

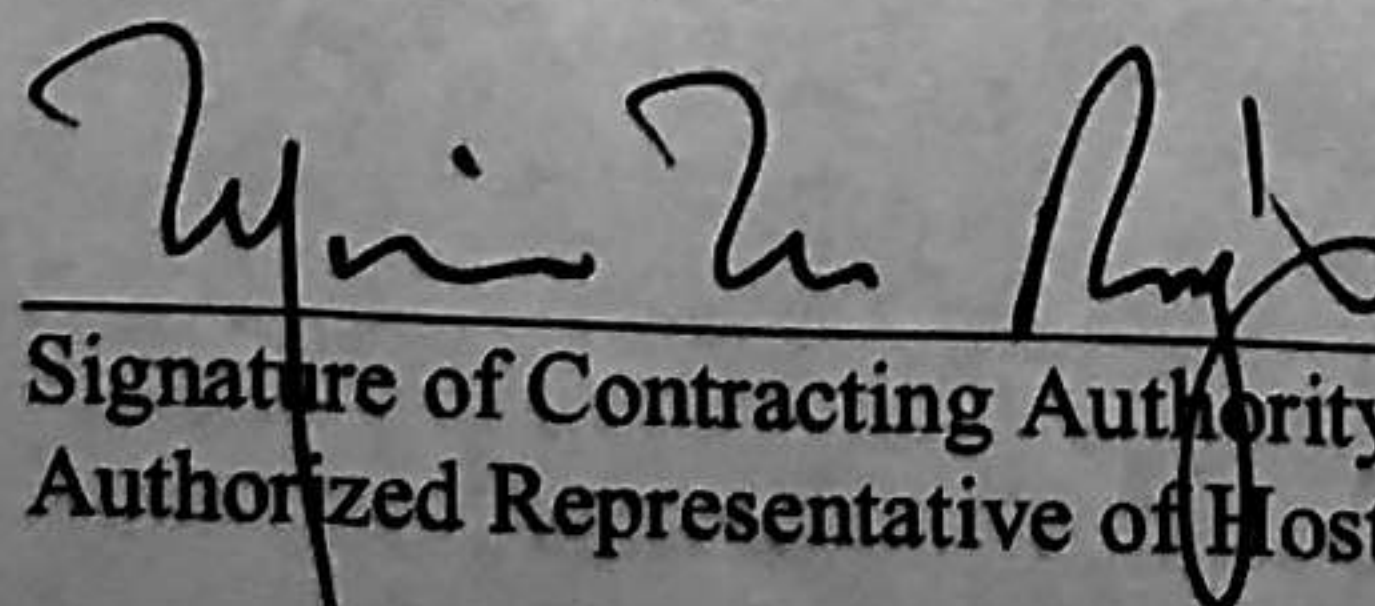
Applicant

I, Vanessa Sean-Baptiste, (*insert name*) certify as an authorized representative of Legal Greens, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Brockton, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 10/04/2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Melzer Rodriguez, (*insert name*) certify that I am the contracting authority THE CITY OF BROCKTON (*insert name of host community*) have been duly authorized by the contracting authority for THE CITY OF BROCKTON (*insert name of host community*) to certify that the applicant and THE CITY OF BROCKTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 10/4/19 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

IMPACT PLAN

Legal Greens, LLC is committed to having a positive impact on areas of disproportionate impact, as defined by the Commission. Brockton is, defined by the Commission, as an area that has been disproportionately affected by the war on drugs, and where Legal Greens, LLC is proposing its Marijuana Retail establishment. In order to have a positive impact on the City of Brockton; Legal Greens, LLC understands any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license). Legal Greens, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

GOALS

Legal Greens, LLC will host quarterly workshops for 3 hours in Brockton, MA. The program will provide mentoring and technical services for individuals and startup businesses facing systemic barriers. LG, LLC expects that through these efforts, we will provide economic stimulus to individuals that are resident in the city of Brockton. At least 50% of individuals will have the knowledge to enter in the adult-use cannabis industry from individuals who took part in our workshop

PROGRAM

Once granted a provisional license, Legal Greens, LLC will advertise in the Brockton local newspaper, The Enterprise, stating that the establishment is hosting workshops to aid individuals looking to get into the cannabis industry. The workshop will be for 3 hours in Brockton, MA and we will answer questions and guide individuals/ startups with the process to get into the cannabis industry. All Documents will be recorded and maintained, and will made available or used upon renewal. LG, LLC expects that through these efforts, we will provide economic stimulus to individuals/ startup businesses that are resident in the city of Brockton. The establishment is specifically looking for Massachusetts residents over the age of 21, without violating 935 CMR 500.105(4). The program will provide mentoring for individuals and startup businesses facing systemic barriers.

METRICS

Legal Greens team members will provide records from each recipient. Attendance will be recorded for each meeting. We will also count the number of individuals that entered the workshop and has the knowledge needed to enter the cannabis industry to ensure 50% of individuals fall within this goal



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

mass.gov/dor

Letter ID: L0673044352
Notice Date: August 19, 2019
Case ID: 0-000-626-401



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEGAL GREENS LLC
71 LEGION PKWY STE 25
BROCKTON MA 02301-7225

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

September 5, 2019

TO WHOM IT MAY CONCERN:

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

LEGAL GREENS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 13, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:
MICHAEL PATRICK MALONEY, VANESSA JEAN-BAPTISTE, MARK BOUQUET

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL PATRICK MALONEY, VANESSA JEAN-BAPTISTE, MARK BOUQUET**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL PATRICK MALONEY**

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
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 5, 2019

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In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001330381

The date of filing of the original certificate of organization: 6/13/2018

1. The exact name of the limited liability company is: LEGAL GREENS LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 71 LEGION PARKWAY
SUITE 25

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

No. and Street: 71 LEGION PARKWAY
SUITE 25

City or Town: BROCKTON State: MA Zip: 02301 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:

THE GENERAL CHARACTER OF BUSINESS IS TO DISTRIBUTE AND SELL BOTANICAL PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL PATRICK MALONEY
 No. and Street: 71 LEGION PARKWAY
SUITE 25

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARK BOUQUET	131 NEPONSET VALLEY PARKWAY BOSTON, MA 02136 USA
MANAGER	VANESSA JEAN-BAPTISTE	15 BATTLES STREET BROCKTON, MA 02301 USA

MANAGER

MICHAEL PATRICK MALONEY

71 LEGION PARKWAY
BROCKTON, MA 02301 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL PATRICK MALONEY	71 LEGION PARKWAY BROCKTON, MA 02301 USA
SOC SIGNATORY	VANESSA JEAN-BAPTISTE	15 BATTLES STREET BROCKTON, MA 02301 USA
SOC SIGNATORY	MARK BOUQUET	131 NEPONSET VALLEY PARKWAY BOSTON, MA 02136 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL PATRICK MALONEY	71 LEGION PARKWAY BROCKTON, MA 02301 USA

9. Additional matters:

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

NONE OF THE AMENDMENTS WILL BE EFFECTED BY THE RESTATED CERTIFICATE.

11. The restated certificate shall be effective when filed unless a later effective date is specified: 9/20/2019

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of September, 2019,
MICHAEL MALONEY , Signature of Applicant.**

THE COMMONWEALTH OF MASSACHUSETTS

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

September 19, 2019 03:21 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

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

among

LEGAL GREENS LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

[9/21/2019]

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company agreement of Legal Greens LLC, a Massachusetts limited liability company (the “**Company**”), is entered into as of 9/20/2019 by and among the Company, the Initial Members executing this Agreement as of the date hereof and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Massachusetts by the filing of the Certificate of Formation with the Secretary of State of the Commonwealth of Massachusetts on 06-13-2018 (the “**Certificate of Formation**”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“**Agreement**” means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

“**Applicable Law**” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

“**Cannabis Code**” means any laws or regulations promulgated or enacted by state or local jurisdiction in which the Company or its subsidiaries have operations pertaining to cannabis cultivation, dispensing, sale, storage, manufacturing, distribution, transporting, testing or other commercial cannabis activities within its respective jurisdiction including.

“**Cannabis Regulatory Body**” means all applicable State and local licensing authorities with authority under a Cannabis Code, as the case may be.

“**Capital Contribution**” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

“Certificate of Formation” has the meaning set forth in the Recitals.

“Code” means the Internal Revenue Code of 1986, as amended.

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

“Company” has the meaning set forth in the Preamble.

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

“Company Subsidiary” means a Subsidiary of the Company.

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

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

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

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

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

“GAAP” means United States generally accepted accounting principles in effect from time to time.

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

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

“Initial Member” has the meaning set forth in the term Member.

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

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

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

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

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

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

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

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

ARTICLE II ORGANIZATION

Section 2.01 Formation.

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

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

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

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

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

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

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

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

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

ARTICLE III UNITS

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

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

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

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

Section 3.04 Certification of Units.

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

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

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.05 Voting.

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

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

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

Section 4.06 Meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

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

Section 5.02 Additional Capital Contributions.

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

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

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

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

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

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

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

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

Section 6.03 Tax Advances.

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

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

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

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

ARTICLE VII MANAGEMENT

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

Section 7.02 Board Composition; Vacancies.

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

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

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

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

Section 7.04 Meetings.

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

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

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

Section 7.05 Quorum; Manner of Acting.

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

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

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

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

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

Section 7.07 Compensation; No Employment.

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

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

Section 7.08 Committees.

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

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

- (i) authorizing or making Distributions to the Members;
- (ii) authorizing the issuance of Shares (or a times referred to Membership Units);
- (iii) approving a plan of merger or sale of the Company;
- (iv) recommending to the Members a voluntary dissolution of the Company or a revocation thereof;
- (v) filling vacancies in the Board; or
- (vi) altering or repealing any resolution of the Board that by its terms provides that it shall not be so amendable or repealable.

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

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

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

Section 7.11 Protective Provisions.

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

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

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

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

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

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

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

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

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

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.02 Permitted Transfers.

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

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

Section 8.03 Drag-along Rights.

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

(b) Sale of Units.

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

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

ARTICLE IX CONFIDENTIALITY

Section 9.01 Confidentiality.

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

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

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

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

ARTICLE X DISSOLUTION AND LIQUIDATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI EXCULPATION AND INDEMNIFICATION

Section 11.01 Exculpation of Covered Persons.

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

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

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

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

Section 11.02 Liabilities and Duties of Covered Persons.

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

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

Section 11.03 Indemnification.

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

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

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

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

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

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

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

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

ARTICLE XII MISCELLANEOUS

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

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

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

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

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

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

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

Section 12.06 Entire Agreement.

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

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

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

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

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

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

Section 12.12 Arbitration; Venue & Jurisdiction.

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

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

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

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

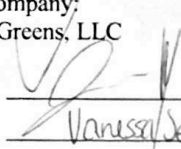
Section 12.15 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

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

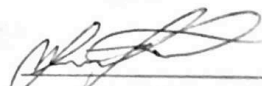
[Signature page follows]

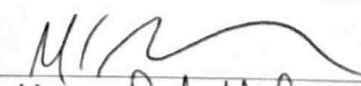
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:
Legal Greens, LLC

By: 
Name: Vanessa Jean-Baptiste
Title: CEO

The Members:

By: 
Name: Mark Bouquet
Title: COO

By: 
Name: Michael J. Moloney
Title: CFO

SCHEDULE A
MEMBERS SCHEDULE

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

2019 LEGAL GREENS

BUILDING A BETTER
COMMUNITY

EIN:00-1330381

RETAIL BUSINESS PLAN





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EXECUTIVE OVERVIEW

In 2016, Massachusetts's residents voted to permit the development of marijuana industry. Legal Greens (LG) is certified as economic empowerment applicant under the 935 CMR: Cannabis Control Commission 500.101(2)(a). Under the Commission, applications shall be reviewed on an alternating basis, beginning with the first-in-time-application received from either an RMD Applicant or Economic Empowerment Applicant as recorded by the Commission's electronic license application tracking system. Allowing LG, a swifter process during the marijuana licensure process. Our business plan will include our executive summary, mission statement, demographic, finance, analysis, marketing plan, site proposals, resident's report and employment. Informational resources or information gathered from other dispensaries and cultivation owners in other states that have been approved for recreational sales, will be in the last page of this packet; referred as appendix.

Governmental reporting agencies demonstrated areas of disproportionate impact by acquiring information from the US Census and US Census unemployment data; charts and graphs will also be provided. LG is required by the Cannabis Control Commission, to hire at least 51% of employees or subcontractors residing in areas of disproportionate impact and by the first day of business, the ratio will meet or exceed 75%. In addition, employing at least 51% of employees or subcontractors have a drug-related CORI and are otherwise legally employable in cannabis enterprises. Legal greens will require for each employee to attend 935: CMR 500.00; Adult Use marijuana training sessions regarding the rules and regulations provided by the Cannabis Control Commission of Massachusetts, provided by the company. As changes take place with the Cannabis Control Commission's rules and regulations, we will continue to keep our staff updated, and informed of mandatory meetings.

LG's model derives from Oakland, CA., households and populations are comparable to Brockton's median household income. Surrounding towns of Brockton have denied 935: CMR 500.00; Adult Use marijuana, which allows Brockton marijuana licensure to benefit from the industry. Our research and development team deemed Brockton as the center of the Massachusetts, with the abutting towns with the same number of residents comparing to Oakland, Ca. Our research and development team have discovered ways to accommodate parking and the increased foot traffic. LG has selected the city Brockton as its first model in Massachusetts.

Legal Greens is an Economic Empowerment Applicant in the Commonwealth of Massachusetts. Founders have been working through this process for approximately 2 years and are in the second stage of licensing (out of four) through the Cannabis Control Commission.

The company is a brand of retail stores that will provide consumer's shopping experience. Beginning with our flagship store in Brockton, customers will enjoy shopping in a beautiful environment that inspires healing, creativity and comfort.

Our knowledgeable budtenders will navigate and guide our customers through our vast product variety, featuring locally sourced product along with our namesake core product line of the highest quality cannabis flowers, concentrates, edibles and more.

Legal Green founders are passionate about lifting up the community around them and will be funding two major projects as part of their community benefits plan..



Mission

Legal Greens, LLC will offer customers with the utmost quality in different cannabis products. Our mission is to provide customers with exceptional customer service, ensure the product is affordable and have to effortless access to outstanding qualities of cannabis products.

Business Objectives

- To review and understand the overall market size and opportunity associated with cannabis
- To identify a market entry in its infancy which will enable Legal Greens to open a cannabis retail location
- To understand the cost to enter each market and allocate the appropriate funding
- To review and understand the inherent security risks of operating a cannabis business and hire the appropriate security firm to mitigate such risks
- To develop a marketing strategy that generates brand awareness and drives local traffic to the retail facility
- To create a customer experience that drives loyalty and repeat purchases
- To create a network of partnerships to procure high-quality cannabis and cannabis products to serve the needs of the selected community
- To gain the relevant retail experience to create a repeatable business model that can be duplicated in a franchise format
- To identify and recruit a team of partners and experts to assist in the overall process and ultimately ensure company success
- To develop a Community Engagement Plan that is valued by the founders and appeals to local and state licensing authorities



Future Plans

Since 2016 our company has traveled to California, and Maryland meeting dispensaries owners. Each company provided us with hands on experiences in the legal market, from equipment, to hiring processes. The company stressed the importance of maximizing foot traffic while minimizing congestion on the sidewalks. Hiring knowledgeable and reliable employees will create returning customers and we'll continue to provide the top-notch service that's rendered of us. Creating incentives for both customer and employees will facilitate a healthier environment for everyone.

Maryland's medical dispensary owner emphasized the need of minority owners, giving back to communities affected by nonviolent crimes. California, stressed the need of supply and demand, controlling the market and quality will create a higher demand. Learning from their model will limit our mistakes while building from a larger platform. Collaborating with other pioneers will bring Massachusetts' marijuana industry to the next level by;

- Capitalizing in Brockton market
- Re-establishing Brockton economic system
- Train systems allow tourism in Brockton
- Generating wealth in Brockton
- Intergrading and expanding minority businesses
- Restorative Justice Programs in Brockton
- Within five years establish the same model in a different state

LOCATION

Legal Greens, LLC main office will be located at 71 Legion Parkway suite# 25 Brockton, MA 02301.

Properly will be zoned and meet all regulated requirements by the state and municipalities. The proposed facility will be in Massachusetts, over 500 feet away from schools, therefore compliant with Cannabis Control Commission 935: CMR 500.00; Adult Use Marijuana. LG must also consent to total transparency to local police by providing all live 24/7 surveillance cameras in the location. Our dispensary will have a discreet logo, limiting the concerns of the community. Our facility will have easy access and meet all requirements in ADA Laws.

Our proposed facility will be close to public transportation, giving anyone easy access to and from. Brockton, BAT and commuter rail are walking distances. Allowing customers and employees an easy commute, while limiting the traffic flow. The facility will have parking for both customers and employees.

Legal Greens plans to be a model in the new marijuana industry and make a positive impact by building a better community. As a certified economic empowerment applicant under the 935 CMR: Cannabis Control Commission 500.101(2)(a); LG plans to support residents affected by the war on drugs in Brockton. The CCC has considered Brockton as an area that was disproportionately affected individuals convicted of drug crimes. LG plans to create funds to bridge the gap of minorities.

Physical Structure of Dispensary

Our facility will have their entire physical structure designed around economy, easy consumer access and compliance with all regulations/zoning ordinances. Several components will be considered. A blueprint



designed by our hired architect will be put into the computer software programming for us to design and review it multiple times. Adding any input along the way before committing to the construction. Legal greens LLC, it's executive management team and officers are dedicated to not only complying with all regulatory permitting and construction requirements but reaching beyond them and exceeding all expectations. It is our goal to design the most up-to-date and consumer friendly secure and well-regulated cannabis facility in the industry. Key components within our facility will include but not limited to:

1. National Fire Protection Association and insured fire prevention
2. Clean growing environments
3. Security provisions exceeding regulatory requirements
4. Proper ventilation with easy cleaning and maintaining access
5. Effective and efficient water supply and pipe infrastructure
6. Efficient, high wattage electrical system with my renewable energy in the forefront
7. Easy access in and out with secured entry.



LEGAL GREENS TEAM

President, Vanessa Jean-Baptiste

Vanessa Jean-Baptiste holds a Criminal Justice Bachelor's Degree from Bridgewater State University and she currently is an intern with Michael Maloney's Law Firm where she specializes in researching case laws that would assist with the client's acquitted or dismissal. Additionally, Vanessa drafts motions that will create doubt on the prosecution's case and meets with clients to discuss their options or gather information that will help the client.

Prior to this internship, she also interned at the Suffolk County Sheriff's Department Jail as a Nashua Street Case Worker Intern where she interacted with individuals with social problems, and/or addicted to drugs. She conducted individual and group counseling, to help guide the incarcerated men with methods and techniques that will benefit upon release.

Vanessa also served Adult Probation Intern at the Brockton District Court. Here she aided all probation's officers with their court paper work as they appeared in court and monitored each client's progress while on probation.

Vanessa is an ambitious entrepreneur, who was raised in a high crime area. Given her experiences and demonstrated ability to excel beyond her surroundings, she wants to inspire youth to stay focused on their dreams and to create an environment where low income communities have a chance to enhance their livelihood.

Given the unique opportunity provided by the Commonwealth of Massachusetts' Economic Empowerment Program, Vanessa has the chance to lead as a minority in the cannabis industry. As part of her vision, she will lift those up who are around her with her KENO Program and incorporate diversity and inclusion in her overall strategy.

You can also view this brief story about Vanessa here:

<https://www.enterpriseneews.com/news/20190221/higher-authorities-brockton-minorities-seeking-slice-of-legal-marijuana-pie>





Vice President, Michael Maloney

Since initiating his legal career, Attorney Maloney has been successfully fighting for the rights of individuals and entities alike in the greater New England market with a track record of success that his peers and clients admire.

He graduated from New England Law in 2006 and was honored as one their top graduates in 2018. His career was as a public defender for the Committee for Public Counsel Services (CPCS) before quickly transitioning to the private sector. He has won, numerous high-profile cases and has expanded his practice to include offices in Brockton and Boston.

In addition to Massachusetts, he is also licensed in New York, Nebraska, & New Mexico along with numerous federal jurisdictions including the US Supreme Court.



Attorney Maloney continues to attend, participate, and lecture at numerous continuing legal education clinics. He is graduate of the National Criminal Defense College & Advanced Cross-Examination techniques in Macon, Georgia and have been honored by Super Lawyers as a Massachusetts Rising Star every year since 2014.

Attorney is a libertarian, who is keenly aware ‘alternative wellness,’ including the medical benefits cannabis provided to many of clients suffering from addiction. Thus, when Article 12 passed in Massachusetts in 2011, thereby decriminalizing one ounce or less of cannabis, he decided to transition his legal future surrounding alternative health and wellness. Attorney Maloney and his partner launched Canna Care Docs, a medical cannabis evaluation facility specializing in the administration and facilitation of qualifying patients legally able to smoke, cultivate, and possess their medicine. We sold the company in December 2017, which at the time included 180 employees operating in 7 states.

While many of clients benefitted from cannabis and utilized Canna Care’s services to ‘become legal,’ many clients were being punished by the judicial system for testing positive for THC, the primary component in marijuana. This predicament led him to develop another company, CBD Thera, in January 2016. CBD is a hemp extract that affords the medical benefits of cannabis but without the THC. As a result, users do not get ‘high,’ and do not test positive for marijuana.

Attorney Maloney continues to maintain an active presence in the alternative wellness community and is excited to partner with Vanessa on this endeavor to gain state licensure in Massachusetts.



Executive Director, Mark Bouquet

After working at Walgreens for 11 years, Mark Bouquet is an experience retail store manager. He started as a cashier at Walgreens during the summer of his sophomore year. In only 4 years, Mark was promoted to management. Starting as a shift lead, to assistant store manager, and eventually store manager.

As store manager for Walgreen's, Mark was responsible for overseeing and improving store sales, profitability, facility image through proper merchandising, protection of store assets, supervising employees, and modeling and delivering a distinctive and delightful customer experience. Mark was regarded as a thoughtful



leader who was the model of customer experience acting as an innovative coach to his employees. All his duties here will directly translate into the Legal Greens' highly regulated cannabis retail facility. Very specifically, his skills in product display, inventory management, merchandising, profitability reporting, and adherence to company policies will lend to the facility success.

After his tenure at Walgreens, Mark was bitten by the entrepreneurial bug and left to open his own company, Fast Transportation. He still operates this company while working at his father's grocery store, Familia Grocery.

Mark is not only disciplined, but a business minded entrepreneur who excels at people management skills. He is known to push retail sales to the next level by constantly surprising and delighting his customers. Not only is Mark a self-motivated professional, he consistently develops innovative methods which are attention-grabbing and markets the store. Mark has proven experience of managing a target-driven sales team and servicing customers professionally and efficiently. By taking all these skills including sales and employee management, translating them into a cannabis retail dispensary, Legal Greens is bound for success.

Marketing Director, Jessica Pierre

Jessica Pierre holds Bachelor of Arts in Political Science from the University of Massachusetts Amherst. Since she graduated in 2013, Jessica has had many unique opportunities provide to her.

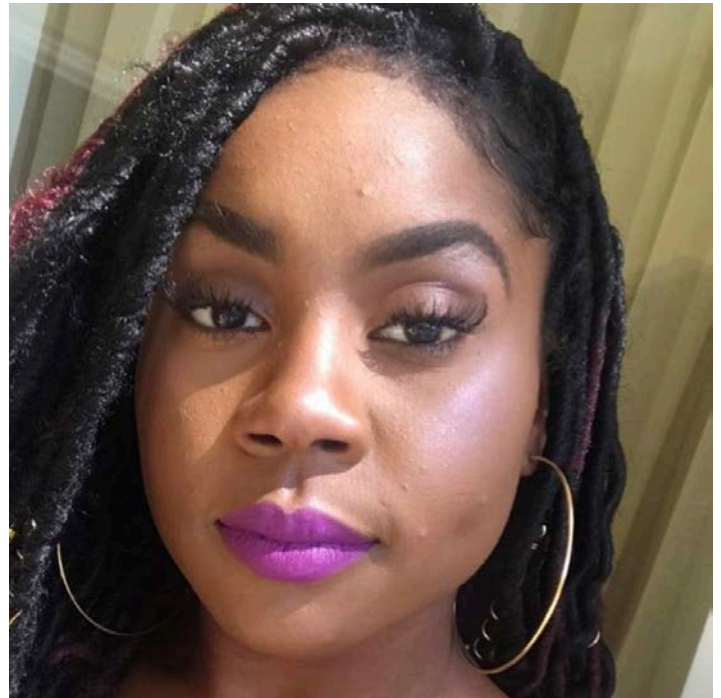
This includes working as Communications & Policy Advocacy Fellow at NARAL Pro-Choice Massachusetts which is the leading grassroots pro-choice advocacy organization in the Commonwealth. Here she oversaw the implementation of the organization's social media and web strategy, including managing the organization's social media accounts and website.

She then transitioned to Community Catalyst as a Communications Associate. In this role, Jessica supported the development and implementation of all communications activity across multiple projects, communications protocols, messaging and implementation plans, including providing overall support to communications team. She produced and send out a Daily Media Health Care Summary by conducting a daily morning media scan for relevant news articles including daily news highlights, insights and top messages of the day, emailing to a broad network of health advocacy and policy organizations. She also managed Community Catalyst's digital and social media communications strategy, including creating compelling digital content such as infographics, identifying new trends and technology, converting news, messaging and talking points into social media content, and integrating social media with other outreach strategies.

She has continued to work in similar roles at Health Care for All which promotes health justice in Massachusetts by working to reduce disparities and ensure coverage and access for all. She was the Communications and Campaign Coordinator for Making Caring Common (MCC) through Harvard Business School which helps educators, parents, and communities raise children who are caring, responsible to their communities, and committed to justice.

Currently, Jessica serves as Inequality Media Specialist at Institute for Policy Studies which is a progressive think tank dedicated to building a more equitable, ecologically sustainable, and peaceful society. In partnership with dynamic social movements, IPS turns transformative policy ideas into action. In this role, Jessica creates and distributes content for all platforms including the inequality program's web site, social media accounts and blog. She manages the day-to-day social media activities to increase inequality program's brand presence and visibility across multiple platforms, including Twitter and Facebook. She writes op-eds and blog posts relevant to issues around inequality and builds inequality program media lists and press kits.

Given Jessica's experience, knowledge, and education, she will craft a marketing strategy that will propel Legal Greens to the forefront of legal cannabis in Brockton and Boston.





PRODUCT ASSORTMENT

Using the standards from established cannabis markets, Legal Greens has identified approximately 10 product categories. These categories ultimately account for the entire portfolio of sales at 100%. Because Legal Greens does not have a sales history, the company must take industry advice to determine the approximately category size. For instance, this graphic shows that approximately 44% of all product sales in a dispensary is pre-packaged flower. 29% are vaporizing cartridges, 9 % are pre-rolls, and 7% are edibles.

During the initial production planning, Legal Greens will develop a product assortment that is similar to these figures. Once the company gains a sales history, production targets will change to match actual sales demand.

Category	% of Total Sales
Prepacked Flower	44%
Vapes	29%
Pre-Rolls	9%
Edible	7%
Concentrate	3%
Tincture	3%
Topicals	2%
Batteries	2%
Capsules	1%
Drink	0%
<i>Grand Total</i>	100%

Product Descriptions

1. **Cannabis Concentrates:** Known for their potency and incredible therapeutic potential, cannabis concentrates such as wax or shatter are becoming increasingly popular among experienced consumers. Shatter is one of the most recognized concentrates, because it's easy to manipulate, and far less messy than other varieties of concentrates or extracts. Similarly, cannabis wax is highly concentrated and has won significant interest from experienced consumers in the past 5 years.
2. **Pre-rolled Joints:** Although cannabis extracts are increasing in popularity, many consumers still prefer flower, particularly if it's already pre-rolled and packaged effectively. Customers who simply want to avoid rolling cannabis themselves still rely on pre-rolled joints to function as a quick-and-easy method of consumption.
3. **Cannabis Flower:** Regardless of the popularity of oils and extracts, cannabis flower remains quite dominant in sales. This is the traditional means of consumption which long-term consumers still greatly enjoy. Cannabis flower is also much more affordable for many customers compared to extracts and remains more appealing to experienced consumers. Given its classic associations in the cannabis community and its affordability cannabis flower product is essentially our bread and butter when it comes to cannabis sales. Legal Greens aims to promote a variety of cultivars in its inventory.
4. **Cannabis Oils:** Given its versatility and potential for low-THC, cannabis oils have been steadily increasing in sales along with the general industry. The number of oil manufacturers and extractors have been increasing as well given the fact that oils per gram are more profitable than flower per gram. The fact that operators can control the CBD/THC ratios much easier with extracts than with dried flower, the versatility of cannabis oils also extends to ensuring regulatory compliance (given the differing ratios allowed per State and City).
5. **Topical Solutions:** With the rise of the cannabis industry comes a higher demand for easy application and use of cannabis products. One such method is using topical solutions. CBD has been found to be an ideal cannabinoid ingredient in topical solutions because of its anti-inflammatory properties due to cannabinoid receptors in the skin. As research on the various uses of CBD increases, so has public awareness and popularity.
6. **Cannabis Edibles:** Due to its potency and easy consumption, cannabis edibles are witnessing an equal rise in sales. Cannabis chocolates are becoming increasingly popular among consumers, as this is essentially a combination of two products that have always been in demand.
7. **Transdermal Patches:** Another popular product in the medical and retail cannabis space is the transdermal patch. This product is known for its incredibly easy application and soothing effects, especially in its potency for reducing inflammation or chronic pain due to arthritis or injury.



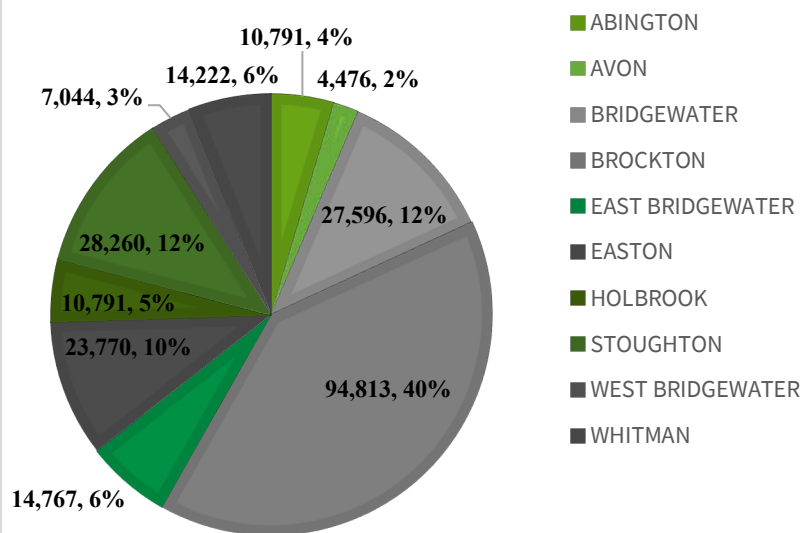
MARKET ANALYSIS

Legal Greens researched the market size based on the resident's population of the surrounding cities. Since these residents voted for 935 CMR: Cannabis Control Commission 500.100, allows LG to project market share size.

Massachusetts has a population of roughly 6.8 million residents. Brockton has a population of 94,813; including the surround towns the population is 241,724. Brockton is considered the hub of south shore due to its 40% population, over its immediate areas. Within our business plan, charts have been provided below to help understand Brockton demographics. This charts help provided a better understanding of Brockton's population. This locations will allow Legal Greens to thrive in the industry while helping the community.

*Massachusetts Census report; 2017

TOTAL POPULATION BY NUMBER RESIDENTS IN THE SOUTH SHORE



Target Market Strategy

According to Cannabisconsumer.org the ages that consumes marijuana the most are 21-35 making up 40% of Americans and second is 36-45 making up 26%. Combining these statistics, make up 66% of market sharing. Brockton has 94,813 leaving 39%

(~37,357 individuals) of its residents with the target demographic just below 30% (<20 at 28% or ~ 26,832 individuals). These calculations will help provide projected sales and profit for investors or simply for the company moving forward with other municipalities or state. The following charts will help breakdown and give more details of each municipalities population by age;

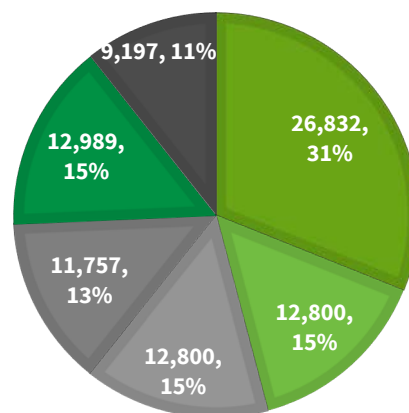
Brockton

Brockton is the second largest city in Massachusetts, making it a second relevant location for this new marijuana industry.

- Brockton has over 90,000 residents
- 39% of Brockton residents are acute targets
- 28% of residents are over the age of 21
- Brockton is 25 miles away from Boston; 30 minutes by train
- Nearby BAT; easier transportation in/out the city

BROCKTON, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



Cannabis Consumer Overview

New Frontier Data conducted nationally representative survey of more than 3,100 cannabis consumers across the U.S. This survey collected detailed information about their use of cannabis, spending behavior, and purchasing decisions, along with their beliefs about cannabis and how it should be regulated.

Based on this study, New Frontier Data identified nine consumer archetypes which include three high-frequency, three moderate frequency, and three low frequency consumption groups. Each of these consumer segments vary on how they obtain cannabis, which products they use, their openness about use, and reasons for use.

In addition to these archetypes, the following trends were identified:

- While most respondents (67%) consider themselves recreational consumers, their reasons for using cannabis vary widely, including for wellness and medical applications.
- The top-three reasons why consumers use cannabis are for relaxation (66%), stress relief (59%) and to reduce anxiety (53%). However, smaller percentages use cannabis for longer lists of reasons, including to improve sleep, treat medical conditions, enjoy social experiences, or stimulate creativity.
- Among medical cannabis patients, 94% report that using cannabis has improved their conditions, and 73% report substituting cannabis for other medications.



CANNABIS CONSUMER ARCHETYPES

User Type	Archetype	Archetype Profile
HEAVY	Traditional Lifestylers	The classic consumer
	Modern Lifestylers	The "Cannabis 2.0" consumer
	Functional Dependents	The extreme consumer
MODERATE	Medical Purists	The consumer of cannabis for health and wellness
	Weekend Enthusiasts	The moderate leisure consumer
	Discreet Unwinders	The passionate but secret consumer
LIGHT	Social Opportunists	The communal sharer
	Silver Dabblers	The occasional indulger
	Infrequent Conservatives	The graying traditionalist



- Four in 10 consumers – both medical and recreational – report using cannabis to relieve pain, reflecting the growing research on the efficacy of cannabis for pain management. Additionally, six in 10 medical patients report using cannabis to specifically replace either prescriptions or over-the-counter pain medications.
- Among respondents, 36% reported consuming at least once a day, with 59% consuming at least once a week.
- Joints and pipes are the preferred methods to consume cannabis for more than half the market (53%); however, demand for non-flower products (i.e., concentrates, vaporizers, and edibles) has grown dramatically among consumers in both legal and non-legal markets.
- Approximately three in 10 consumers (28%) consider cannabis an important part of their identities, though younger consumers and those who consume more often are more likely to view cannabis as integral to who they are.
- Friends play a critical role in shaping a consumer's experience – they are not only most commonly cited as sources from which consumers get their cannabis, but they also play a vital role in educating and informing consumer perspectives.



Massachusetts Market Trends

Marijuana's transformation from a once illegal market to a taxable market manifested by;

- Social Justice
 - Prior to Massachusetts
 - More than 70% of marijuana establish owners are non-minority, creating awareness as other state pass marijuana regulations.
 - Massachusetts was the first to
 - Establishing social equity/ economic empowerment priority statues or minority applicants
 - Other states have followed;
 - Maryland; Medical 2014
 - California; Medical 1996 Recreational 2018
- Universities and colleges offer classes regarding the marijuana industry
 - Universities and colleges offer degrees or certification in agriculture, business or law
- Continuous data on marijuana use
 - Federal government are conducting research
 - possibly decriminalizing marijuana federal
 - Publish reports examines different ways to use marijuana, and its benefit
- FDA approved three cannabinoids
 - CBD (Marinol; Syndros; Casemet)
 - Glaucoma, cancer, blood disease, joint pain, migraines and serious injuries
 - Treatment for lack of apatite, or sleep
- Branding
 - Once the market takes hold, more people will be educated and familiar with noble companies
 - Allowing companies to sell wearable products, and accessories for example
 - Tee-shirts, sweatpants, sweatshirts, lighters, bong, vape pens, and rolling paper.

Massachusetts Market Needs

- Minority owned businesses (African American, Latinxs, and Asians)
- Eliminate the black market
- Knowledge of the product
- Various strains; along with consistent pricing
- Wide range of user-friendly marijuana products
- Safe and discreet way to purchase marijuana



Marketing Plan

The marijuana industry has its own media avenue, where hightimes.com, mjbizdaily.com, marijuanastock.com and cannabismaven.com help market to customers, while providing information suitable for investors in the marijuana industry. Other social marketing tools like Facebook, Twitter, Instagram, Snapchat, Linked In, marijuana magazines and blogs will help market to adults over the age of 21. The marketing materials for Legal Greens LLC will consist of:

1. Brochure/menu
2. Company website
3. Facebook /Twitter/Instagram/Snapchat
4. Ads in industry magazines
5. Email blasts to existing customers
6. Frequent buyer offers
7. Customer appreciation program
8. Creating branded products and marketing to other dispensaries.

Web Plan

The Legal Greens website will have an online digital menu with vivid images and descriptions of the strains, edibles and MIPs. The website will also encourage visitors to sign up for an e newsletter and to visit our dispensaries in person, but still be able to process an order online for fast pickups.

On the main page of the website we'll include

- A blog updated weekly
- Contact information including links to follow us on all our social media platforms
- Location of dispensaries with the driving/public transportation routes
- Hours of operation
- Forms for questions comments and concerns
- Menu
- Jobs page with all open positions available
- Archived news articles pertaining to marijuana and the marijuana industry

Brand Awareness

It is Legal Greens' goal to have our existing customers and prospective customers receive enough promotion and education, to understand our operations and appreciate the seriousness of our business model. It's our goal to become the best recreational marijuana company in the Commonwealth and around the United States. We will work locally to help improve the lives of various groups, organizations and individuals. Our goal is to create a recognizable brand across the country and have all other cannabis companies looking to us for guidance. We will focus on industry events nationwide as well as various major market media that includes industry events, forums trade-shows, magazines, conferences etc.

Customer Service

Employees of Legal Greens LLC will pride themselves on their customer service and customer perception. It is our goal to create an atmosphere where people are comfortable, and employees know you by name. We want all our customers to leave our establishment wanting to come back and referring friends and family to our



company. We will host educational events to give back to the community to both increase the company's exposure and respect as well, to separate us from the competition.

FINANCIALS

Legal Greens will operate one dispensary in the Commonwealth of Massachusetts. As technology is ever changing, LG is committed to using the most state of the art technology and software. Each building will have efficient equipment to process and sell products to formulate a quicker process in the forefront.

The dispensary will range from 1,500 -2,500 sq. ft; with five to six cashiers. LG will have budtenders on the sales floor, assisting the customers. Our company will strive in technology by emerging marijuana sales through our website. We will open for the maximum time allowed, the establishments will be closed for business on Sundays and major holidays.

Pro forma and financial statement are subject to change depending on the historical data from other states that have regulated recreational marijuana. Income data occurs when websites grasp information from other marijuana companies analyzing their sales. Our expenses are also associated with historical data from states that have establish recreational marijuana.

Estimated Start-up

Start-up	Estimated Cost
Purchase Retail Property; Brockton, MA	\$ 600,000
Retail : Brockton- Start-Up Cost	\$ 200,000
Product:	\$ 150,000
Insurance	\$ 50,000
Application Fees (Waived for Social Equity Applicants)	~
Legal	\$ 30,000
POS System, Equipment	\$ 30,000
TOTAL	\$ 1,060,000



Projected Revenue

Projected Income Statement - Legal Greens per retail						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Pre Packed Flower	\$ 2,258,736	\$ 2,374,298	\$ 2,421,784	\$ 2,470,219	\$ 2,519,624	
Edibles	\$ 2,936,357	\$ 3,086,587	\$ 3,148,319	\$ 3,211,285	\$ 3,275,511	
Pre-Rolls	\$ 847,026	\$ 890,362	\$ 908,169	\$ 926,332	\$ 944,859	
Concentrates	\$ 2,258,736	\$ 2,374,298	\$ 2,421,784	\$ 2,470,219	\$ 2,519,624	
Vapor Pens	\$ 1,637,584	\$ 1,721,366	\$ 1,755,793	\$ 1,790,909	\$ 1,826,727	
Topicals	\$ 677,621	\$ 712,289	\$ 726,535	\$ 741,066	\$ 755,887	
Other	\$ 1,055,550	\$ 2,386,200	\$ 2,433,924	\$ 2,482,602	\$ 2,532,255	
Wholesale Flower	\$ 4,069,569	\$ 8,703,566	\$ 10,625,197	\$ 10,103,401	\$ 9,581,169	
TOTAL REVENUE	\$ 15,741,180	\$ 22,248,965	\$ 24,441,504	\$ 24,196,034	\$ 23,955,655	
Cost of Goods Sold						
Pre Packed Flower	\$ 1,016,431	\$ 1,068,434	\$ 1,089,803	\$ 1,111,599	\$ 1,133,831	
Edibles	\$ 1,321,361	\$ 1,388,964	\$ 1,416,743	\$ 1,445,078	\$ 1,473,980	
Pre-Rolls	\$ 381,162	\$ 400,663	\$ 408,676	\$ 416,849	\$ 425,186	
Concentrates	\$ 1,016,431	\$ 1,068,434	\$ 1,089,803	\$ 1,111,599	\$ 1,133,831	
Vapor Pens	\$ 736,913	\$ 774,615	\$ 790,107	\$ 805,909	\$ 822,027	
Topicals	\$ 304,929	\$ 320,530	\$ 326,941	\$ 333,480	\$ 340,149	
Other	\$ 474,998	\$ 1,073,790	\$ 1,095,266	\$ 1,117,171	\$ 1,139,515	
wholesale Flower	\$ 1,424,349	\$ 3,046,248	\$ 3,718,819	\$ 3,536,190	\$ 3,353,409	
TOTAL COGS	\$ 6,676,574	\$ 9,141,678	\$ 9,936,157	\$ 9,877,875	\$ 9,821,928	
GROSS PROFIT	\$ 9,064,606	\$ 13,107,287	\$ 14,505,347	\$ 14,318,159	\$ 14,133,727	
OPERATING EXPENSE						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Repair and Maintenance	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	
Security	\$ 192,720	\$ 192,720	\$ 192,720	\$ 192,720	\$ 192,720	
Advertising and Promotion	\$ 157,412	\$ 222,490	\$ 244,415	\$ 241,960	\$ 239,557	
Legal	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
CPA	\$ 30,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
Business Licenses and Permits	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
Charitable Contributions (5%)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
Computer and Internet	\$ 24,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012	
Insurance	\$ 48,000	\$ 144,000	\$ 144,000	\$ 144,000	\$ 144,000	
POS System	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 18,000	
Salaries-Indirect	\$ 2,046,353	\$ 3,337,345	\$ 3,666,226	\$ 3,629,405	\$ 3,593,348	
Payroll Taxes and Benefits- Indirect	\$ 613,906	\$ 1,001,203	\$ 1,099,868	\$ 1,088,822	\$ 1,078,004	
Utilities	\$ 142,435	\$ 304,625	\$ 371,882	\$ 353,619	\$ 335,341	
Website Development	\$ 25,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	
Expansion Investment	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Total Operating Expenses	\$ 3,404,226	\$ 6,471,503	\$ 6,988,972	\$ 6,921,152	\$ 6,857,982	
OPERATING INCOME (LOSS)	\$ 5,660,380	\$ 6,635,785	\$ 7,516,375	\$ 7,397,007	\$ 7,275,745	
TAXABLE INCOME (LOSS)	\$ 5,660,380	\$ 6,635,785	\$ 7,516,375	\$ 7,397,007	\$ 7,275,745	
Less: Federal Income Tax	\$ 1,188,680	\$ 1,393,515	\$ 1,578,439	\$ 1,553,372	\$ 1,527,906	
Less: State Excise Tax (10.75%)	\$ 608,491	\$ 713,347	\$ 808,010	\$ 795,178	\$ 782,143	
Less: Local Tax (3%)	\$ 169,811	\$ 199,074	\$ 225,491	\$ 221,910	\$ 218,272	
NET INCOME (LOSS)	\$ 3,693,398	\$ 4,329,850	\$ 4,904,435	\$ 4,826,547	\$ 4,747,424	



Retail Pricing

Prices will be between \$8 to \$12 per gram retail, which is industry average. Our goal is to maintain the median for both inhalable and edible marijuana products. We will do our due diligence to monitor competitors to ensure we remain competitive.

Community Impact Plan

The General Court of the Commonwealth of Massachusetts enacted Chapter 55, Act 2017, *An Act To Ensure Safe Access To Marijuana* requiring that “people from communities that have been disproportionately harmed by marijuana law enforcement are included in the newly legal marijuana industry”¹.

Legal Greens is committed to creating an environment that fosters access to the industry for communities that have been adversely impacted by the War on Drugs. The company will operate cannabis business in the city of Brockton. This city has been classified as “disproportionate impact areas” by the Cannabis Control Commission.

The leadership and management team for Legal Greens are residents and/or have significant ties in Brockton, and will implement programs that directly benefit residents with drug convictions as well as their children.

Cannabis Arrest Rates

Chapter 55, Act 2017 specifically calls for the industry to develop programs in response to “evidence which demonstrates that certain populations, particularly Blacks and Latinos, have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.”² The enforcement of these laws have created significant issues on a federal, state, and, local level.

As published in the ACLU’s 2012 nationwide study of marijuana possession arrest rates from 2001 to 2010, African Americans are on average 3.73 times more likely to be arrested for marijuana possession than a white person, even though they use marijuana at similar rates. In states and counties with the worst disparities, African Americans are 6, 10, 15, even 30 times more likely to be arrested for marijuana possession than white residents. The report also suggests that because Latinos were sometimes classified as white during that time period, the disparity between African American and white arrests may be even greater. In the states that did not group Latino with white arrests, data shows they are arrested at 2.5 times the rate of whites for marijuana possession.³ In 2010, Massachusetts was well over the national arrest rate with African Americans being arrested at 3.9 the rate of whites⁴. The adverse effect on communities when mothers and fathers are prosecuted for nonviolent drug crimes is well documented as well.⁵ Beyond the “collateral effects” of a felony drug charge, such as losing federal funding, struggling to find a job, and paying fines, the effects on children are devastating. According to a 2013 report published in Pediatrics magazine, “positive, significant associations were found between parental incarceration and 8 of 16 health problems [in children].”⁶ Legal Greens believes that, in

¹ <https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter55>

² <http://mass-cannabis-control.com/wp-content/uploads/2018/03/UPDATED-Guidance-Summary-of-Equity-Provisions-with-6th-criterion-added-1.pdf>

³ <https://www.aclu.org/files/assets/aclu-thewaronmarijuana-rel2.pdf>

⁴ <https://www.aclu.org/files/assets/aclu-thewaronmarijuana-rel2.pdf>

⁵ https://www.aclu.org/files/images/asset_upload_file431_23513.pdf

⁶ <http://www.drugwarfacts.org/node/3624>



proposing to profit from an activity that has ruined the lives of so many people (and specifically people of color), it has a moral obligation to address this issue by implementing programming to begin to rectify this disparity.

Legal Greens Community Impact Programs

Legal Greens has created and will implement as well as fund two programs: K.E.N.O Project and Pave the Way. The K.E.N.O Project which is an abbreviation for Knowledgeable Environment Nurtures Opportunity is designed to directly address the needs of individuals incarcerated for drug offenses with pending release dates while Pave the Way focuses on rising high school juniors and seniors.

Under the leadership of Community Relations Manager, Kurt Faustin, both projects will begin as pilots in Brockton where Legal Greens has committed to investing 3 percent of revenue to fund the operations. After the first year, Mr. Faustin, along with Legal Greens executive team, will make assessments and adjustments to ensure each program is effective and has the ability to scale up by collocating with other community programs. The following gives an overview of each program and their goals. Full program models are available for review by the Cannabis Control Commission upon request.

K.E.N.O. Project

According to the *Boston Globe*, although Massachusetts has one of the lowest incarceration rates of any state but the state has a high recidivism rate with “two-thirds of people leaving jails” and “more than half of those leaving state prison ended up back in the criminal system within three years.”⁷ One factor that helps reduce a return to prison is employment. In fact, a study by the Manhattan Project revealed that only “3.3 to eight percent” of those nonviolent offenders placed in jobs shortly after their arrest return to prison⁸.

K.E.N.O Project is designed to assist the transition of formerly incarcerated individuals with drug convictions into society with skills to work within the cannabis industry. Participants of the program will be identified as those who are currently incarcerated and scheduled for release from drug-related offenses only.

The program will provide a host of professional, technical, and mentoring services while removing barriers to establishing productive lives and reduce recidivism. These services will include small business startup programs and job training.

Twice a year, participants will meet biweekly for eight weeks. Upon completion of the program participants will be eligible to receive up to \$1,000 toward legal fees including court and restitution costs that may serve as financial barriers. Participants will also be eligible for micro-grants to offset the costs of starting up a cannabis or cannabis related business. The goal of K.E.N.O project is to ensure that at least 70 percent of participants either are employed or are in the process of starting their own cannabis business. The program will commence in 2020.

⁷ <https://www.bostonglobe.com/metro/2017/02/21/mass-officials-release-criminal-justice-report/FttPj71tjMt6lUSJU7vlnL/story.html>

⁸ https://www.realclearpolitics.com/articles/2015/06/11/immediate_access_to_employment_reduces_recidivism_126939.html





Pave the Way Project

Children of incarcerated parents face unique challenges ranging from psychological problems to being involved in criminal activity themselves. The National Institute of Justice reports “that children of incarcerated parents are, on average, six times more likely to become incarcerated themselves.”⁹

Beyond the potential being incarcerated, these children face the economic blight during and following their parents time in prison. According to the National Institute of Justice, “the family's income was 22 percent lower during the incarceration period and 15 percent lower after the parent's re-entry”¹⁰.

The Pave the Way Project (PTW) is designed to provide non-cannabis industry related paid hands-on training and work experience during the summer months for rising high school Juniors and Seniors. The project will be open to all students in local public, charter, and alternative schools who qualify for free and reduced lunch programs with preference given to children of incarcerated or formerly incarcerated parents.

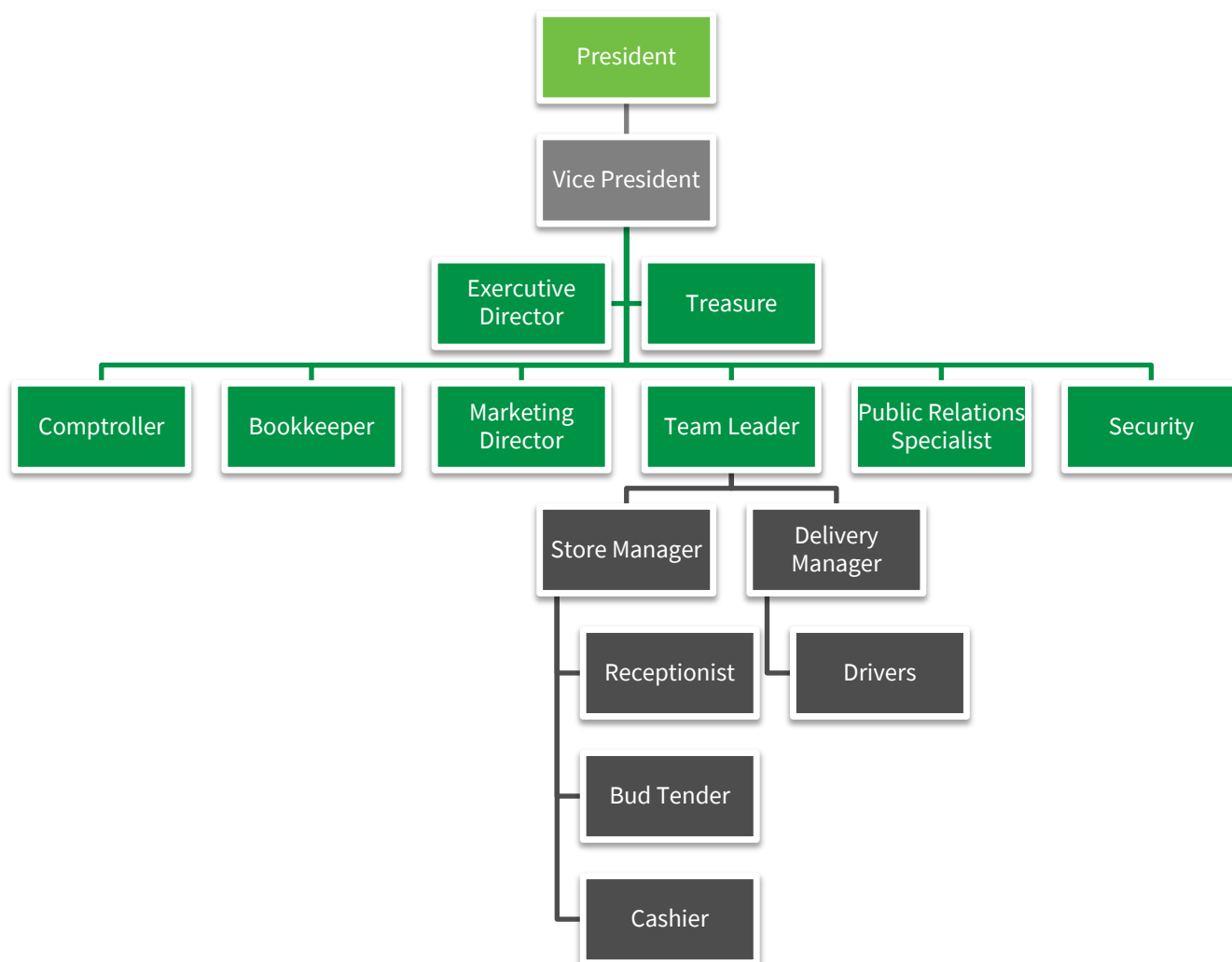
The program will work with local businesses to provide meaningful opportunities to develop skills to help participants become part of the workforce. The program will also focus on assisting participants in planning their future by exploring their options including college, trade schools, AmeriCorps, and the military. Each participant will be paid \$15/hour for approximately 25 hours of work per week.

Once accepted the students and their parents/guardians will be required to attend an orientation program that will outline the expectations and requirements of PTW. Graduating seniors will qualify for PTW scholarships to help offset the initial costs of college, trade, or any higher education/training.

The pilot group will consist of 10 participants who will be selected through an application process which will begin April 2021.

⁹ <https://nij.gov/journals/278/Pages/impact-of-incarceration-on-dependent-children.aspx>

¹⁰ <https://nij.gov/journals/278/Pages/impact-of-incarceration-on-dependent-children.aspx>

HUMAN RESOURCES**Organizational Chart**



President

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

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

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

Vice President

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

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

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

Executive Director

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

Accountabilities: The ED is held accountable for all day-to-day operations throughout the company, is also responsible for analyzing financials, helping build a more developed and focused workforce. The ED will also be the interface between the company vendors and customers. The ED will be held accountable for looking and finding issues throughout the organization and assigning employees to fix the issues found. The ED will control the day-to-day functions within the company.

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



Controller

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

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

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

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

Bookkeeper

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

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

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

Marketing Director

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

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

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

Public Relations Specialist

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

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



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

Team Leader

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

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

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

Security

Duties: Security is responsible for ensuring that employees, customers, and facility themselves are always secured and safe. Security will patrol grounds as well as observe through cameras and interface with management to document any weaknesses found.

Accountabilities: Security is also responsible for ensuring all inventory is where it's needed to be and isn't removed from the premises without proper documentation. They are also responsible for watching all employees throughout the day to avoid any possible theft, robbery, collusion or any other possible infraction. Security will interface with management as well as any hire experts to facilitate any changes testing, or documentation of safety procedures.

Affiliation: Security reports to the facility managers as well as the Executive Management Team.

Store Manager

Duties: The Store Manager is in full control of daily operations within the dispensary. The Store Manager makes sure the store is fully stocked, cash and products are accounted for morning/night shift. The Store Manager also manages deliveries coming in and leaving the dispensary. The Store Manager will be held accountable for enforcing the company policies and keeping customer service as top priority.

Accountabilities: The Store Manager is held accountable for making sure all the duties are in place for team members to execute during the day. Inventory management, daily manifest, scheduling, maintaining compliance and customer service are the major key factors that the Store Manager is responsible for.

Affiliation: The Store Manager reports directly to the Team Leader, and all the budtenders, cashiers and receptionists report to the store manager. The Store Manager will work closely with Security Officers to manage the safely of the employees and customers.

Delivery Manager

Duties: The Delivery Manager oversees and ensures safe and accurate deliveries of marijuana from the cultivation facility. The Delivery Manager controls drivers manifest and shows proper product is recorded before it leaves and accounts for receipts from the delivery drivers return manifest. The Delivery Manager ensures vehicles are safe, always maintained and in a good working condition, that all GPS monitors are properly working as well as communication devices are checked daily. Delivery Manager will maintain constant GPS status on all drivers' locations. The DM will be trained to handle specific emergencies including



holdups, driver car accident, product recalls etc. The Delivery Manager will also work with security to ensure a safe atmosphere for employees before during and after all deliveries arrive/leave the cultivation facility.

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

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

Drivers

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

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

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

Bud Tenders

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

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

Affiliation: Bud Tenders report directly to the Store Manager and works alongside Cashiers and Receptionist.

Cashiers

Duties: The Cashiers will receive product from Bud Tender and properly process it through the POS System.

Accountabilities: The Cashiers will be held accountable for ringing the customers in and making sure that the customer had an exceptional experience.

Affiliation: The Cashier reports to the Store Manager but will work alongside the Bud Tenders, who will pass along the product that the customer picks out and run it through the POS System.



Receptionist

Duties: The Receptionist will receive and process the customers valid license and process it through our database, so we are aware of the amounts and times a customer comes in for the month.

Accountabilities: The Receptionist will be held accountable for ensuring that all customers who move along the lines to pick out their product with the Bud Tenders by approval from the Receptionist.

Affiliation: The Receptionist reports directly to the Store Manager and works alongside the Security Officer and Bud Tender in the facility to ensure all customers are properly checked in.



SEED-TO-SALE TRACKING

LeafLogix

The Commonwealth of Massachusetts has mandated that all of marijuana facilities to be equipped with Seed to Sale Tracking Systems in order to keep track of inventory grown, stored and sold within the industry and ensure no diversion, theft, or any other means takes place. This statewide mandate had been made easier by software companies who have developed technology to make the process simple and seamless.

METRC has become popular amongst state regulators and most POS companies are able to integrate with METRC through an API interface. Legal Greens will review multiple POS systems to determine the best system that enables state compliance, is easy for employees to learn and use, delivers a speedy checkout process, and offers methods to market to patrons. For purposes of planning, the LeafLogix POS System is being reviewed due to its unique capabilities to meet compliance standards and delight customers.

The LeafLogix Cannabis Dispensary POS system is an authoritative leader in seed to sale best practices cannabis compliant point of sale systems, LeafLogix 's systems integrates into our states regulatory reporting and tracking system METRC. LeafLogix is embraced jurisdictions such as California, Oklahoma, and Canada.

LeafLogix prevents staff from breaking the rules or making operational missteps that violate local and state regulations. LeafLogix includes an Age Verification Scanner in order to prevent underage sales and to verify information with ID barcode scanners. LeafLogix also includes will have Purchase Limits Alerting where it automatically calculated product equivalencies to violate state regulations. If it is violated, it will alert the staff if limits have been exceeded. Finally, the LeafLogix software makes it impossible to serve patrons after the allowed hours of operation. This will ensure that Legal Greens complies with the authorized hours of operation.

In addition to the front-end sales, LeafLogix also is an inventory tracking system. The system is capable of tracking and reporting inventory data, gross sales (by weight and by sale), and other information which is required by local and state authorities. Finally, LeafLogix systems will have the capability to produce historical transactional data for review.

Additional information can be found on the LeafLogix website at: <https://leaflogix.com>

Compliance

The Massachusetts Cannabis Control Commission has outlined several regulations that will need to be adhered to by the company and our employees. Our legal team have looked at these regulations and together we have composed a list of compliance checklist and company guidelines to ensure all our employees are always trained and manage to be compliant with all guidelines. Additionally, in preparation to submit Packet 3 to the Commonwealth, Legal Greens reviewed 935CMR 500.000 to craft Standard Operation Procedures by category.

For us to maintain order, compliance and efficiency, all workflow and daily activities must be properly documented in order to ensure we are within all mandated regulations. For example, if it's mandated that the delivery person needs to sign in and out, we will have a spot for that driver to both sign in and out as well as initial to the amounts of product taken with date and times.



SECURITY PLANS

Legal Greens recognizes the potential hazards associated with operating a cannabis business and in any cannabis application process, it is necessary to develop detailed Security Plans. As such, it is the commitment of Legal Greens to take a proactive approach to protect our people, assets, and neighbors. The preventive measures adopted by the company will minimize our security exposure, protecting the public, patrons, and our staff. The company is confident that should there be any breach of security, the comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level. To assist in developing the Security Plan, Legal Greens will select a third-party vendor to design the security layout of the facility and to develop the appropriate procedures.

The subsequent sections briefly describe the basic requirements to take into consideration, however, the full facility will be constructed in compliance with the laws set forth by the Commonwealth of Massachusetts.

Facility Security Requirements

The key to facility security is controlling ingress into and movement within the building through strict access protocols for employees and patients and through physical and electronic safeguards to protect against forced or surreptitious entry or movement.

This includes:

- Securing all doors and windows with locks and electronic alarm mechanisms,
- Adequate lighting and video surveillance with third-party 24/7 monitoring in and around the facility,
- Round-the-clock guards monitoring the facility,
- Multiple redundant electronic systems to detect intrusion or unauthorized movement within the facility,
- Keycard and access-code-controlled access points in employees-only areas,
- Strict enforcement of identification requirements for all incoming persons,
- A secure pre-screening and reception area for incoming patients, and
- Strict enforcement of eligibility documentation and verification procedures for all patients.

Operations Security Requirement

Preventing minor incidents of misconduct and responding to them appropriately when they do occur is an important strategy to reducing the likelihood of major security breaches. The key elements of operational security are procedural security, workforce security, and inventory security. These are defined as the following:

- Procedural security requires specific and well-rehearsed protocols to deal with all types of incidents and eventualities, from suspicious behavior, loitering, or on-site consumption to full-blown emergencies and premeditated security threats. Well-laid plans, working security systems, and staff preparedness are paramount.



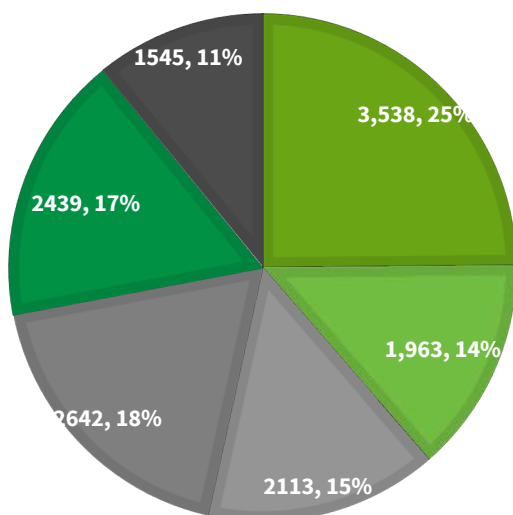
- Workforce security includes background checks, proper training and drills, and physical and electronic safeguards for employee safety during transactions.
- Inventory security requires a system for strict inventory tracking and control along with facility monitoring to prevent diversion, theft, and on-site consumption.



APPENDIX 1: DEMOGRAPHICS OF BROCKTON SURROUND COMMUNITIES

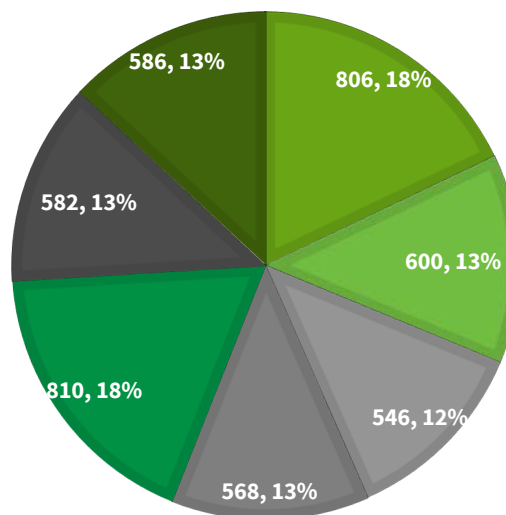
ABINGTON, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



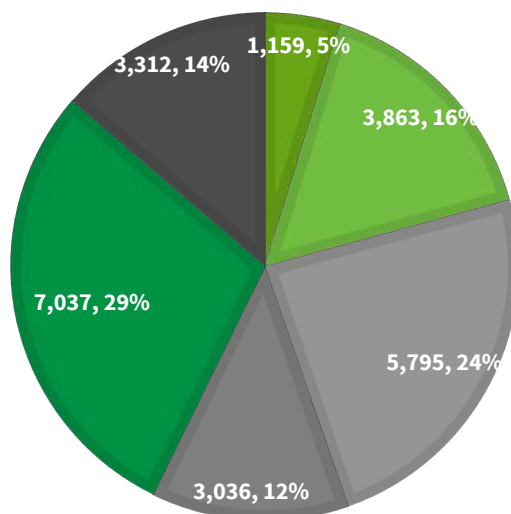
AVON, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



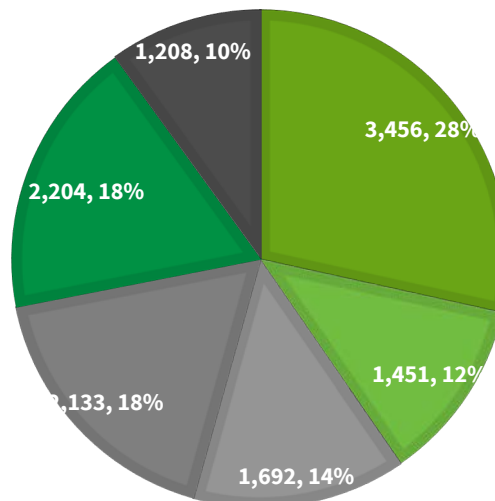
BRIDGEWATER, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



EAST BRIDGEWATER, MA POPULATION BY AGE

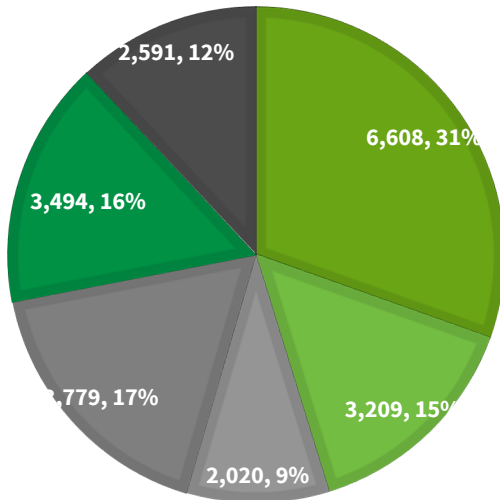
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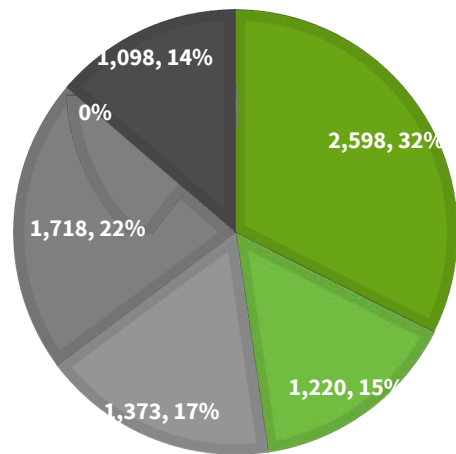
EASTON, MA POPLUATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



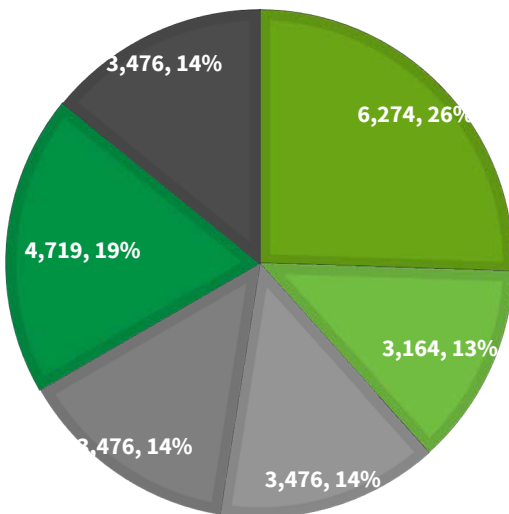
HOLBROOK, MA POPLUATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



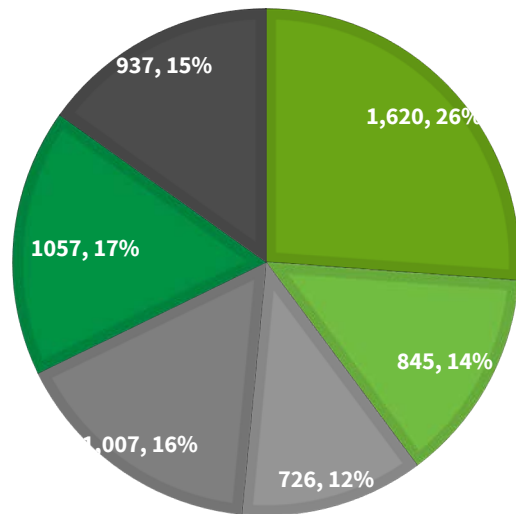
STOUGHTON, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



WEST BRIDGEWATER, MA POPULATION BY AGE

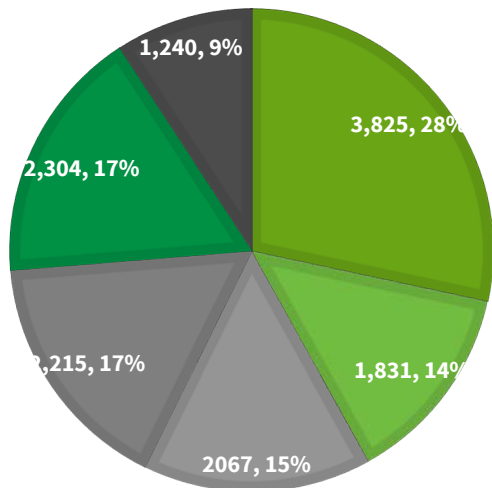
■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's





WHITMAN, MA POPULATION BY AGE

■ <20 ■ 20's ■ 30's ■ 40's ■ 50's ■ 60's



The graphics above demonstrate the target market within the town and cities surrounding Brockton. These graphic also illustrate the rough market share with these towns and cities, total estimated is 99,100 residents;

- Abington---6,710 Residents; ~75%
- Avon---1,710 Residents; ~80%
- Bridgewater---15,868 Residents; ~75%
- East Bridgewater--- 5,270 Residents; 76%
- Easton--- 9,000 Residents; 73%
- Holbrook--- 4,315 Residents; ~76%
- Stoughton--- 10,115 Residents; ~78%
- West Bridgewater---2,580 Residents; ~78%
- Whitman--- 6,110 Residents; ~75%

DeSanctis Insurance Agency, Inc.

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

100 Unicorn Park Drive
Woburn, Massachusetts 01801

October 16, 2019

RE: Legal Greens – Insurance Plan for all cannabis operations

To Whom it May Concern:

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

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

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

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

Thank you.

Sincerely,

Paul A. Patalano
Vice President / Account Executive

RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.140(2), Legal Greens employees will validate the age of all individuals entering the premises. All patrons will be required to provide photo identification to determine/validate the individual's age. Legal Greens will deny entry to any individual unless the person has verified that the individual is 21 years of age or older by an individual's photo identification.

In addition, there will be three (3) Legal Greens agents who validate the age of each individual entering Legal Green's premises. Identification checks will occur outside of Legal Green's facility. Then visitors will be escorted inside once their age is verified. Then, the visitor will have identification checked once inside. Finally, a Legal Greens agent will check the identification of the visitor before that individual makes a purchase. Thus, each Legal Greens agent will ensure on 3 separate occasions that each visitor is above the age of 21.

Acceptable forms of valid (unexpired) identification:

1. Passport
2. Driver License which may be issued in Massachusetts or by any other state as long as the license has picture of the person.
3. Identification card issued under Massachusetts law.
4. United States military identification card.
5. Any other identification card issued by a state that bears a picture of persons, the name of the person, the person's date of birth and a physical description of the person.

The website will have an age verification feature that limits access to our website only those that are 21+ years of age.

QUALITY CONTROL AND TESTING

1 TESTING

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

2 ENVIRONMENTAL CONTROLS

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

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

3 DOSING LIMITATIONS

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

- a. for a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
- b. in a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
- c. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

RECORD KEEPING PROCEDURES

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

1. Written operating procedures as required by 935 CMR 500.105(1);
2. Inventory records as required by 935 CMR 500.105(8);
3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
4. The following personnel records:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
5. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
6. Personal records will be kept in compliance with 935CMR 500.105 (9)(d). Every agent has their own "Employee Record" which will include
 - a. Personnel policies and procedures; and
 - b. All background check reports obtained in accordance with 935 CMR 500.030.
7. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
8. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
9. Waste disposal records as required under 935 CMR 500.105(12);

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10. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
11. All records are stored indefinitely beside video surveillance (stored 90 days unless there is an ongoing investigation). This includes marijuana testing reports received from Independent Testing Laboratories.
12. Legal Greens will maintain a staffing plan that will demonstrate accessible business hours and safe retail conditions.
13. Our agents are assigned permission, based on job role, to access and modify certain parts of the inventory control system. All actions performed by these agents are recorded in the system. All of our inventory records will be stored in both our inventory control system and METRC.

1.1 INVENTORY RECORDS

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

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

1.2 MANDATED MONTHLY INVENTORIES

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

1.3 COMPREHENSIVE ANNUAL INVENTORY

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

2 CORI RECORDS

CORI backgrounds check records are maintained in the following manner:

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

MARIJUANA ESTABLISHMENT BOARD AND EXECUTIVES

Legal Greens, LLC will maintain a list of all board members and executives who are involved in the company, and members. This will be made available by placing this information on Legal Greens, LLC website.

1 BACKGROUND CHECKS

1.1 REGISTRATION OF MARIJUANA ESTABLISHMENT AGENTS

Pursuant to 935 CMR 500.30, Legal Greens, LLC will apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with the company.

All individuals will:

- (a) be 21 years of age or older;
- (b) not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1.2 QUALIFICATIONS FOR RETAIL

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

1.3 APPLICATION FOR MARIJUANA ESTABLISHMENT AGENTS

Pursuant to 935 CMR 500.30(2), for each application for registration of a marijuana establishment agent will include:

- (a) the full name, date of birth, and address of the individual;
- (b) all aliases used previously or currently in use by the individual, including maiden name, if any;
- (c) a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- (d) an attestation that the individual will not engage in the diversion of marijuana products;

- (e) written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- (f) background information, including, as applicable:
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
 - e. a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - f. any other information required by the Commission.

Pursuant to 935 CMR 500.30 (5), Legal Greens, LLC is aware that a registration card will be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

1.4 DENIAL OF A REGISTRATION CARD

Pursuant to 935 CMR 500.31, Legal Greens, LLC acknowledges the that each of the following, in and of itself, constitutes full and adequate grounds for denial of a registration card for marijuana establishment agent, including laboratory agents:

- (1) Failure to provide the information required in 935 CMR 500.029 or 935 CMR 500.030 for a registration card;
- (2) Provision of misleading, incorrect, false, or fraudulent information on the application;
- (3) Failure to meet the requirements set forth in 935 CMR 500.029 or 935 CMR 500.030 for a registration card;
- (4) Revocation or suspension of a registration card in the previous six months;
- (5) Failure by the Marijuana Establishment to pay all applicable fees; or
- (6) Other grounds, as the Commission may determine in the exercise of its discretion, that are directly related to the applicant's ability to serve as a marijuana establishment agent, or that make the applicant unsuitable for registration, however, the Commission will provide notice to the applicant of the grounds prior to the denial of the registration card and a reasonable opportunity to correct these grounds.

- a. The Commission may delegate registrants' suitability determinations to the Executive Director, who may appoint a Suitability Review Committee, in accordance with 935 CMR 500.800. Suitability determinations will be based on credible and reliable information.
- b. The Commission will provide notice to the registrant of the grounds prior to the denial of a registration card and a reasonable opportunity to correct these grounds. Upon recommendation by the committee, the Executive Director may determine that an individual suitability determination warrants the Commission's consideration and make a recommendation to the Commission with regards to this determination.

2 EMPLOYEE TERMINATION OR RESIGNATION

Pursuant to 935 CMR 500.30(4), Legal Greens, LLC will notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration will be immediately void when the agent is no longer associated with the establishment.

3 CARRYING THE REGISTRATION CARD

Pursuant to 935 CMR 500.30(7), marijuana establishment agent will carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

4 REVOCATION OF A MARIJUANA ESTABLISHMENT AGENT REGISTRATION CARD

Pursuant to 935 CMR 500.32, Legal Greens, LLC acknowledges the that each of the following in and of itself, constitutes full and adequate grounds for revocation of a registration card issued to a marijuana establishment agent, including laboratory agents:

- (a) Submission of misleading, incorrect, false, or fraudulent information in the application or renewal application;
- (b) Violation of the requirements of the state marijuana laws, including 935 CMR 500.000;
- (c) Fraudulent use of a marijuana establishment agent registration card;
- (d) Selling, distributing, or giving marijuana to any unauthorized person;
- (e) Tampering, falsifying, altering, modifying, duplicating, or allowing another person to use, tamper, falsify, alter, modify, or duplicate a marijuana establishment agent registration card;
- (f) Failure to notify the Commission within five business days after becoming aware that the registration card has been lost, stolen, or destroyed;
- (g) Failure to notify the Commission within five business days after a change in the registration information contained in the application or required by the Commission to have been submitted in connection with the application for a marijuana establishment agent registration card, including open investigations or pending actions as delineated in 935 CMR 500.802, as applicable, that may otherwise affect the status of the suitability for registration of the marijuana establishment agent;
- (h) Conviction, guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; or
- (i) Conviction, guilty plea, plea of nolo contendere or admission to sufficient facts in the Commonwealth, or a like violation of the laws of another state, to an offense as delineated in

935 CMR 500.802 or 935 CMR 500.803, as applicable, that may otherwise affect the status of the suitability for registration of the marijuana establishment agent.

Other grounds as the Commission may determine in the exercise of its discretion, that are directly related to the applicant's ability to serve as a marijuana establishment agent, that make the registrant unsuitable for registration.

- (a) The Commission may delegate registrants' suitability determinations to the Executive Director, who may appoint a Suitability Review Committee, in accordance with 935 CMR 500.800. Suitability determinations will be based on credible and reliable information.
- (b) The Commission will provide notice to the registrant of the grounds prior to the revocation of a registration card and a reasonable opportunity to correct these grounds.
- (c) The Executive Director may determine that an individual suitability determination warrants the Commission's consideration and make a recommendation to the Commission with regards to this determination.

5 RESPONSIBLE VENDOR TRAINING

Pursuant to 935 CMR 500.105 (2)(b), all owners, managers and employees of Legal Greens, LLC who are involved in the handling and sale of marijuana for adult use will complete a responsible vendor program to be designated a "responsible vendor."

Once Legal Greens, LLC becomes designated a "responsible vendor," all new employees involved in the handling and sale of marijuana for adult use will successfully complete a responsible vendor program within 90 days of hire. After successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

Legal Greens, LLC will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

5.1 CERTIFICATION TRAINING CLASS CORE CURRICULUM

Pursuant to 935 CMR 500.105(7), Legal Greens, LLC employees will review the following materials as it relates to the Responsible Vendor Training.

- a. Discussion concerning marijuana's effect on the human body. Training will include:
 - i. Marijuana's physical effects based on type of marijuana product;
 - ii. The amount of time to feel impairment;
 - iii. Visible signs of impairment; and
 - iv. Recognizing the signs of impairment.
- b. Diversion prevention and prevention of sales to minors, including best practices;
- c. Compliance with all tracking requirements; and
- d. Acceptable forms of identification. Training will include:
 - 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.

- e. Other key state laws and rules affecting owners, managers, and employees, which will include:
 - i. Local and state licensing and enforcement;
 - ii. Incident and notification requirements;
 - iii. Administrative and criminal liability;
 - iv. License sanctions and court sanctions;
 - v. Waste disposal;
 - vi. Health and safety standards;
 - vii. Patrons prohibited from bringing marijuana onto licensed premises;
 - viii. Permitted hours of sale;
 - ix. Conduct of establishment;
 - x. Permitting inspections by state and local licensing and enforcement authorities;
 - xi. Licensee responsibilities for activities occurring within licensed premises;
 - xii. Maintenance of records;
 - xiii. Privacy issues; and
 - xiv. Prohibited purchases and practices.
 - xv. A staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)*
 - xvi. A plan describing how confidential information will be maintained

6 NEW EMPLOYEE ONBOARDING

Once a decision has been made to hire a candidate, the employee must pass a background check. The below checklist should be used to onboard a new employee.

1. Pass a background check
2. Pass drug screen
3. Fill out our liability waiver
4. Complete the Employment Contract
5. Fill out a W-4 and provide all necessary documentation
6. Manager or HR will need to run take all appropriate bank information for direct deposit and pay check processing
7. A user profile in the Payroll System will need to be created for the employee
8. A user profile time and attendance scheduling system credentials
9. The employee will be informed of the policies regarding warnings, keys, and discipline.
10. The Operations Manager will review the uniform policy and provides two uniform shirts in appropriate size for employee

6.1 RECRUITING STRATEGY

Wherever possible Legal Greens, LLC intends to hire locally. Legal Greens, LLC will advertise open positions at local job fairs, on local radio, local websites, and in local news publications. For our initial hiring, we will host a recruiting event.

The recruiting event will be held at our target location, in Brockton. We will advertise the event to individuals who are older than 21. At the event, we will serve light non-alcoholic refreshments where potential team members will be interviewed on-site. We will use the interview process defined in our operating plan. From the candidates identified, the best individuals will be shortlisted. These individuals will come back for a final interview with the management team. The final team members will be selected based on how Legal Greens, LLC believes they will fit with the overall community.

It is our hope that the individuals that we identify talent who are willing to work with Legal Greens, LLC for a long-term arrangement to minimize employee turnover. Legal Greens, LLC will make an effort to hire diverse individuals who are registered Marijuana Establishment Agents.

In the event that employee turnover does occur, we will re-engage our recruiting efforts, and if necessary, hold additional recruiting events.

7 EMPLOYEE BADGES

Pursuant to 935 CMR 500.110(4)(d), Legal Greens, LLC will provide all agents with security badges that must be worn at all times while transporting marijuana or working at the facility. The employee badge will include the following:

1. The licensee's "doing business as" and license number
2. The employee's first name
3. The employee number uniquely assigned to the employee for identification purposes
4. A color photograph of the employee that is at least 1 inch in width and 1.5 inches in height
5. Badges must be laminated or plastic coated

8 COMPENSATION PACKAGE

Salary or wages will be paid to each employee, and Legal Greens, LLC will document any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Legal Greens, LLC, including members of a non-profit corporation, if any.

9 EMPLOYEE CLASSIFICATION

At Legal Greens, LLC employees are classified as follows:

Non-Exempt Employee: Non-Exempt (Hourly) Employees are entitled to overtime pay as required by applicable federal and state law. Legal Greens, LLC provides compensation for all overtime hours worked by Non-Exempt Employees in accordance with state and federal laws. Non-exempt employees must use the time clock to keep a daily record of hours worked.

Exempt Employee: Exempt (Salaried) Employees are not entitled to overtime pay. Exempt Employees who work hours beyond their normal work schedule will not be paid overtime. They are requested to account for all days worked and all time off.

10 TIME KEEPING

Legal Greens, LLC will track employee Time and Attendance using Adaptive HR. This service tracks the number of hours per day worked by employees. Each employee will be required to log-in at the beginning of a shift, and log-out at the end of the shift. This system will also track employee schedules, late arrivals, early departures, and unplanned absences. Finally, the system is also able to provide overtime reports, total labor used, exceptions, absences, etc.

Non-Exempt Employees: Non-exempt, or Hourly, employees are required to accurately record hours worked using the time clock, and proper time clock procedures. They must use the time clock upon arrival for a scheduled shift, to record all meal and rest breaks, and upon completion of a scheduled shift. Under no circumstances should an employee clock in for another employee. Any employee who



fails to follow these guidelines will be subject to disciplinary action up to and including immediate discharge.

Exempt Employees: Exempt, or Salaried, employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

10.1 OVERTIME

On occasion overtime is required for business operations. Non-exempt employees may work overtime, only as approved or directed by their supervisor. Employees will be paid according to state and federal overtime law.

11 PAYDAY

The workweek starts on Saturday and ends on Friday. Employees will be paid every two weeks on Friday for the period that ends on the previous Friday. When a payday is a holiday, paychecks will be issued on the first working day after the holiday. Payroll will be administered by Heartland.

11.1 PAYCHECK DEDUCTIONS

Legal Greens, LLC is required to make lawful deductions from employee earnings each pay period. Deductions typically include federal and Social Security (FICA) taxes.

An employee's benefits selection may incur additional deductions. Deductions are listed on the employee's pay stub and are totaled each year on the employee's Form W-2, Wage and Tax Statement.

Paycheck Deductions for Exempt Employees: Legal Greens, LLC will honor salary pay rules issued by the U.S. Department of Labor and any corresponding rules issued by the state government, as applicable.

The company may make permitted deductions under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. Exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions for an entire work week for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Negative vacation balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the CEO.

Garnishments and Child Support: Legal Greens, LLC is legally bound to withhold employee earnings when an employee's wages are garnished by a court order. The company will honor applicable federal

and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

11.2 DIRECT DEPOSIT

Employees will be paid via direct deposit. Employees may set up direct deposits through their employee portal.

11.3 REPORTING TIME PAY

Legal Greens, LLC will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event an employee reports for work without being notified in advance that their services are not needed, they will be compensated in accordance with applicable state and federal wage and hour laws.

12 POLICY: EMPLOYEE TERMINATION

Legal Greens, LLC will immediately terminate the employment of any marijuana establishment agent who has:

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

13 POLICY: DRUG AND ALCOHOL-FREE WORK PLACE

Legal Greens, LLC is committed to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of LG, LLC employees and to the security of the company's equipment and facilities. For these reasons, LG, LLC is committed to the elimination of drug and alcohol use and abuse in the workplace.

14 POLICY: DIVERSITY

Legal Greens, LLC is an "equal opportunity employer." We will not discriminate and will take measures to ensure that our policies remain against discrimination in employment, recruitment, and advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, creed, color, national origin, or sex.

All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

Additionally, we will exhibit evidence of diversity and inclusion by including minority persons and veterans in the company workforce.

15 POLICY: ANTI-HARASSMENT

Legal Greens, LLC is committed in all areas to providing a work environment that is free from harassment. Harassment based on an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

If an employee feels that he or she has been harassed on the basis of his or her sex, race, national origin, ethnic background, or any other legally protected characteristic they should immediately report the matter to his or her supervisor. If that person is not available, or if the employee feels it would be unproductive to inform that person, the employee should immediately contact that supervisor's superior or human resources. Once the matter has been reported, it will be promptly investigated, and any necessary corrective action will be taken where appropriate. All complaints of harassment will be handled with discretion and confidentiality.

Legal Greens, LLC will take any and all claims of harassment seriously. All claims of harassment reported will be logged and investigated. Any employee determined to engage in improper harassing behavior will be subject to disciplinary action, including the possible termination of employment.

16 POLICY: PHYSICAL ALTERCATION

Legal Greens, LLC has a zero-tolerance policy towards all workplace harassment, violence, threats, and disorderly behavior, whether it is verbal or physical. This includes verbal or physical altercations on the property, in addition to any location where Legal Greens, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues.

Employees and security agents are obligated to expeditiously report all threats, harassment, violence, and disorderly behavior to the Legal Greens, LLC Security Manager, who will contact relevant law enforcement agencies if it is required. For an employee or member of security agents to report a physical altercation, the altercation must be witnessed in person or through security monitoring equipment including but not limited to Legal Greens, LLC security cameras.

17 POLICY: WEAPON INCIDENT

For any individual who is not a contracted security agent or who has not obtained authorization from the Legal Greens, LLC Security Manager, weapons strictly prohibited from Legal Greens, LLC include but are not limited to:

1. Any device designed or commonly used to inflict injury or that could be interpreted as a weapon
2. Any firearm of any nature
3. A gun that discharges pellets, BBs
4. A device that discharges high amounts of electricity, commonly known as a stun gun
5. Any explosive, including firearm ammunition
6. Any knife
7. Any smoke or gas bomb
8. Any longbow, crossbow, recurve bow, or compound bow and arrows

An individual who is found possessing any of the aforementioned object(s) will immediately be restrained, identified, and reported to the local Police Department, or additional applicable law enforcement by security agents.

18 POLICY: EMPLOYEE FIREARM POLICY

Weapons of any type are prohibited on company property without authorization from the Security Manager. The Security Manager of Legal Greens, LLC is the sole individual authorized to determine which employees and security agents are authorized to possess a firearm while on Legal Greens, LLC property. This will only be authorized if it is determined that allowing the individual possessing a firearm on company premises is necessary to secure the safety and security of Legal Greens, LLC property, employees, customers, and the community.

If an employee or contracted security agents has not been authorized by the Security Manager to carry a firearm, the individual may not at any time possess any firearm while on company property, in addition to any location where Legal Greens, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues. Violation of this rule will result in immediate termination.

MAINTAINING OF FINANCIAL RECORDS

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

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

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

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

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a passcode.

Anytime a cash register has more than \$600, the METRC and Leaf Logix will trigger the employee to drop the cash into a vaulted cash safe. The Facility manager is responsible for Cash Handling.

1. Sales and Cash Management
 - a. Print Register Reports out of METRC and Leaf Logix to balance all cash drawers to \$400 as part of evening closing procedures
 - b. Reconcile daily cash, checks, and gift card amounts to Register Reports
 - c. Put bagged cash, checks, gift cards and their associated Register Reports in safe
2. Daily Sales Reporting
 - a. The Facility Manager is responsible for daily sales reporting
 - b. Reconcile daily cash, checks and gift card amounts to the Register Reports to validate previous night's closing activities
 - c. Print day's Revenue Report, Deposit Report, and Sales by Category Report from METRC and Leaf Logix
 - d. Legal Greens, LLC is prohibited from utilizing software or other methods to manipulate or alter sales data. We will also conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data *to comply with 935 CMR 500.140(6)* If LG, LLC determines that software or other methods have been installed/utilized to manipulate or alter sales data: it will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission to comply with *935 CMR 500.140*
 - e. LG,LLC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6)*
 - f. LG,LLC will adopt separate accounting practices at the point-of-sale for marijuana and non- marijuana sales. *935 CMR 500.140(6)*

- g. We are not subjected to co-locating, where a retailer shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). *935 CMR 500.140(6)*
 - h. Daily Sales Template (Excel Spreadsheet)
 - i. Enter sales by revenue categories from Metrc and Leaf Logix Revenue Report
 - ii. Enter sales tax calculations from Metrc and Leaf Logix Revenue Report
 - iii. Enter Cost of Goods Sold by revenue categories from Metrc and Leaf Logix Sales by Category Report
 - iv. Enter Credit Card, Drawer Cash, and Gift Card transactions from the Deposit Report (report any over/under cash amounts)
 - v. Save completed Daily Sales Template, by date, to Company Name shared drive, Daily Reports
 - d. Utilizing the Daily Sales Report Spreadsheet, make daily journal entry into QuickBooks
 - e. Designated Team Lead or Manager fills out deposit slip noting the day's reporting date and makes daily bank deposit.
3. Maintaining Records
- a) All record will be available for the Commission to inspect at anytime
 - b) Our CFO and our Accounting Manger have the responsibility over the maintenance of our financial records, including the records detailed in 935 CMR 500.105 (9) (e)
 - c) Our CPA firm is responsible for tax filings, Legal Greens, LLC maintains all materials prepared for tax filing, and all records of the filings themselves
 - d) During the license renewal process, Legal Greens, LLC will adhere to 935CMR 500.103(4)(d) and make available to the Commission a report detailing the financial benefits LG, LLC provided to the municipal as the result of our host community agreement.
 - e) Our sales record will be stored within our point of sale software system, a system that will be approved by the Commission. All sales record will be maintained per 935 CMR 500.140(6)
 - f) Legal Greens, LLC maintain its financials record in QuickBooks Online, a cloud based accounting agreement.
 - g) LG, LLC will maintain records that it has performed the monthly analysis to comply with *935 CMR 500.140(6)*
 - h) All financial / sales records are stored indefinitely
 - i) Assets and liabilities;
 - j) Monetary transactions;
 - k) Books of accounts;
 - l) Sales records; and
 - m) Salary and wages paid to each employee. *935 CMR 500.105(9)*

QUALIFICATIONS AND EMPLOYEE TRAINING

JOB DESCRIPTIONS

1.1 PRESIDENT

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

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

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

1.2 VICE PRESIDENT

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

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

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

1.3 EXECUTIVE DIRECTOR

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

Accountabilities: The ED is held accountable for all day-to-day operations throughout the company, is also responsible for analyzing financials, helping build a more developed and focused workforce. The ED will also be the interface between the company vendors and customers. The ED will be held accountable for looking and finding issues throughout the organization and assigning employees to fix the issues found. The ED will control the day-to-day functions within the company.

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

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1.4 CONTROLLER

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

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

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

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

1.5 BOOKKEEPER

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

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

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

1.6 MARKETING DIRECTOR

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

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

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

1.7 PUBLIC RELATIONS SPECIALIST

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

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

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

1.8 TEAM LEADER

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

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

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

1.9 SECURITY

Duties: Security is responsible for ensuring that employees, customers, and facilities themselves are always secured and safe. Security will patrol grounds as well as observe through cameras and interface with management to document any weaknesses found.

Accountabilities: Security is also responsible for ensuring all inventory is where it's needed to be and isn't removed from the premises without proper documentation. They are also responsible for watching all employees throughout the day to avoid any possible theft, robbery, collusion or any other possible infraction. Security will interface with management as well as any hire experts to facilitate any changes testing, or documentation of safety procedures.

Affiliation: Security reports to the facility managers as well as the Executive Management Team.

1.10 STORE MANAGER

Duties: The Store Manager is in full control of daily operations within the dispensary. The Store Manager makes sure the store is fully stocked, cash and products are accounted for morning/night shift. The Store Manager also manages deliveries coming in and leaving the dispensary. The Store Manager will be held accountable for enforcing the company policies and keeping customer service as top priority.

Accountabilities: The Store Manager is held accountable for making sure all the duties are in place for team members to execute during the day. Inventory management, daily manifest, scheduling, maintaining compliance and customer service are the major key factors that the Store Manager is responsible for.

Affiliation: The Store Manager reports directly to the Team Leader, and all the budtenders, cashiers and receptionists report to the store manager. The Store Manager will work closely with Security Officers to manage the safety of the employees and customers.

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1.11 BUD TENDERS

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

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

Affiliation: Bud Tenders report directly to the Store Manager and works alongside Cashiers and Receptionist.

1.12 CASHIERS

Duties: The Cashiers will receive product from Bud Tender and properly process it through the POS System.

Accountabilities: The Cashiers will be held accountable for ringing the customers in and making sure that the customer had an exceptional experience.

Affiliation: The Cashier reports to the Store Manager but will work alongside the Bud Tenders, who will pass along the product that the customer picks out and run it through the POS System.

1.13 RECEPTIONIST

Duties: The Receptionist will receive and process the customers valid license and process it through our database, so we are aware of the amounts and times a customer comes in for the month.

Accountabilities: The Receptionist will be held accountable for ensuring that all customers who move along the lines to pick out their product with the Bud Tenders by approval from the Receptionist.

Affiliation: The Receptionist reports directly to the Store Manager and works alongside the Security Officer and Bud Tender in the facility to ensure all customers are properly checked in.

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2 EMPLOYEE TRAINING

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

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

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

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

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

2.1 QUALIFICATIONS FOR RETAIL

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

2.2 NEW HIRE TRAINING

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

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

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

2.3 FORMALIZED STAFF TRAINING

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

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

2.4 ONE ON ONE TRAINING

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

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

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Supervisors also have to make sure to make close observation of staff as they perform their duties. Make notes, constructively correct, or give praise as needed. Staff will almost always perform better when watched.

2.5 PEER TO PEER TRAINING

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

2.6 TRAINING AREAS

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

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

2.6.1 Ensuring Mastery of Content

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

2.6.2 Moodle Training Courses

- Product Types
- Cannabis Classifications
- Topicals and more
- Concentrates
- Edibles
- Terpenes
- Terpenes 101
- Terpenes 102
- Terpenes 103
- Cannabinoids
- Cannabinoids 101
- Cannabinoids 102
- Cannabinoids 103
- Strains
- Strains 101
- Strains 102
- Strains 103
- Strains 104
- Sales/Leadership Training
- Sales Training
- 420 Questions
- Concentrates
- Compliance
- Legal Greens Vendors
- Cannabis Science
- Sales Training

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- Edibles
- Topical
- Flower/Strains
- General Customer Information
- Methods of Consumption
- Cannabis News

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

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

2.7 IN-PERSON TRAINING

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

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

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

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2.8 CONTINUING EDUCATION

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

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

2.9 SAFETY TRAINING – WORKPLACE SAFETY AND ACCIDENT PREVENTION

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

2.10 CODE OF SAFE WORK PRACTICES

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

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

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

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

DIVERSITY PLAN

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

1 GOALS

Legal Greens team members will identify and define problem areas and barriers to achieving workforce and take affirmative action where necessary. Legal Greens, LLC will eliminate and prevent recurrence of systemic discriminatory practices relating to employment, or access to promotion, which occur in other companies, for women and minorities from disadvantaged communities. Legal Greens, LLC will recruit and provide advancement opportunities and employ at least 51% of women, minorities and contractors of disadvantaged communities and maintain 51% of our staff will be women and minorities .

2 PROGRAM

Legal Greens, LLC will post monthly advertisements in the local newspaper The Enterprise as position are available, stating that the establishment is specifically looking for 21 and older women and minorities. Legal Greens, LLC will maintain data of each application and record changes on the frequency data of employment ratios or any action/event. All data will be made available to Commission at any time. All Documents will be recorded and maintained, and will made available or used upon renewal. A posting will be placed on Internet job boards with people from women, minorities and contractors; complying with 935 CMR 500.105(4). Employees/ Contractors will be encouraged to refer qualified applicants.

3 MEASUREMENT

LG, LLC will count the number of individuals hired who are women, minorities and contractors. This number will be assessed from the total number of individuals hired to ensure that 51% of all individuals hired fall within this goal. All documents will be presented to the Commission and available for renewal process.