



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284051
Original Issued Date: 01/21/2022
Issued Date: 01/21/2022
Expiration Date: 01/21/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Leaf Lux Group Inc.

Phone Number: 917-601-9986
Email Address: khaikany@gmail.com

Business Address 1: 40 Lyman Street
Business City: Holyoke
Business State: MA
Business Zip Code: 01040
Business Address 2:
Mailing Address 1: 41 Lyman Street
Mailing City: Holyoke
Mailing State: MA
Mailing Zip Code: 01040
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Role: Owner / Partner
Percentage Of Control: 100
Other Role:

First Name: Albert Last Name: Babadzhanov 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:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control:
Role: Director Other Role:
First Name: Laurence Last Name: Levit 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:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:
Role: Manager Other Role:
First Name: Gloria Last Name: Cano Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Albert Last Name: Babadzhanov Suffix:
Types of Capital: Monetary/ Equity Other Type of Capital: Total Value of the Capital Provided: \$516635.19 Percentage of Initial Capital: 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 40 Lyman Street
Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the establishment: 3180

How many abutters does this property have?: 2

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
Certification of Host Community Agreement	Abbey Property - Host Community Agreement (signed).pdf	pdf	6018520c1681d1368fdb2955	02/01/2021
Community Outreach Meeting Documentation	Community Outreach Meeting.pdf	pdf	606e26f703415644ba105c25	04/07/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	606e2895a6d53445a21e316e	04/07/2021
Plan to Remain Compliant with Local Zoning	Holyoke Planning Decision 40 Lyman Zone Change.pdf	pdf	606fb0a39cefd04567d4cf16	04/08/2021
Plan to Remain Compliant with Local Zoning	Special Permit Record Hampden County.pdf	pdf	606fb23fbd015444c55031b9	04/08/2021
Certification of Host Community Agreement	Host Community Certification.pdf	pdf	609c64fd8ecb05074fe6bd0c	05/12/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact 8-30-21.pdf	pdf	613bc3e738fd57079451b306	09/10/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Albert

Last Name: Babadzhanov Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Laurence

Last Name: Levit Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Manager	Other Role:
First Name: James	Last Name: Dupuis Suffix: Jr.
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Leaf Lux Inc State Articles of Org.pdf	pdf	606e484ba6d53445a21e31c2	04/07/2021
Department of Revenue - Certificate of Good standing	Cert. of Good Standing MA DOR .pdf	pdf	607d9916498911459723860c	04/19/2021
Secretary of Commonwealth - Certificate of Good Standing	Cert. of Good Stand MA Sec. of State.pdf	pdf	607d9927bd015444c5504fcf	04/19/2021
Bylaws	LEAFLUX GROUP INC BY-LAWS.pdf	pdf	607f3f9203415644ba108556	04/20/2021
Articles of Organization	Paper City Cannabis Disclosure.pdf	pdf	6099392309011007a03d1b93	05/10/2021
Secretary of Commonwealth - Certificate of Good Standing	Unemployment Cert. Letter.pdf	pdf	609c66f03bbe600765b4ecd1	05/12/2021

No documents uploaded

Massachusetts Business Identification Number: 001478925
Doing-Business-As Name:
DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline.pdf	pdf	606e4b518bb25444af2ff7de	04/07/2021
Plan for Liability Insurance	Plan To Obtain Limited Liability Insurnce.pdf	pdf	609c65d22e7a1d0770d0a8ad	05/12/2021
Proposed Timeline	Proposed Timeline Revised.pdf	pdf	611d57b57671e237b2f08502	08/18/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan to Obtain Marijuana Products.pdf	pdf	606e57ab03415644ba105c97	04/07/2021
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	606e57da8d8557457dbb7602	04/07/2021
Security plan	Security Plan.pdf	pdf	609e59118ecb05074fe6c1ff	05/14/2021

Storage of marijuana	Storage Plan.pdf	pdf	609e5ba68f80610756a14406	05/14/2021
Transportation of marijuana	Transportation Plan.pdf	pdf	609e5fea6f8420077bfc9405	05/14/2021
Energy Compliance Plan	Energy Compliant Plan.pdf	pdf	609e63ce3fd8b2075df9f5d4	05/14/2021
Inventory procedures	Inventory Procedures Plan.pdf	pdf	609e66483bbe600765b4f23e	05/14/2021
Restricting Access to age 21 and older	Plan to Restrict Access to 21 Years of Age.pdf	pdf	609e679868436d078d6b49b6	05/14/2021
Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	609e69a4954bd3079c6923b9	05/14/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	609e6c6ee54b280786bb2986	05/14/2021
Personnel policies including background checks	Personnel Policies and Background Check.pdf	pdf	609e6e1c6f8420077bfc941b	05/14/2021
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	609e6fda3bbe600765b4f258	05/14/2021
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	609e71bc3fd8b2075df9f606	05/14/2021
Qualifications and training	Qualifications and Training.pdf	pdf	609e7968031c12076ccf4b30	05/14/2021
Diversity plan	Diversity Plan (Revised 8-18-21).pdf	pdf	611d60b31cef2b37e5f4dbf0	08/18/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

I 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 11:00 PM
Tuesday From: 10:00 AM	Tuesday To: 11:00 PM
Wednesday From: 10:00 AM	Wednesday To: 11:00 PM
Thursday From: 10:00 AM	Thursday To: 11:00 PM
Friday From: 10:00 AM	Friday To: 11:00 PM
Saturday From: 10:00 AM	Saturday To: 11:00 PM
Sunday From: 10:00 AM	Sunday To: 11:00 PM

**HOST COMMUNITY AGREEMENT
ADULT USE MARIJUANA ESTABLISHMENT
LICENSE CLASSES: RECREATIONAL MARIJUANA RETAIL ESTABLISHMENT**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and **ABBY PROPERTY MANAGEMENT, LLC** whose principal office is located at **5 MASONIC HOME ROAD, CHARLTON, MA** (the "OPERATOR").

WHEREAS, the OPERATOR proposes to locate an Adult Use Marijuana Establishment (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

WHEREAS, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

WHEREAS, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

NOW, THEREFORE, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:
 - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

- Three percent (**3%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;
 - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
 - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
 - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
 - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
 - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
 4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.
 5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax

which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.

6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with CareerPoint, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level;(2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the OPERATOR of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

XII. OPERATOR INFORMATION

1. The Provider or vendor's Name: ABBY PROPERTY MANAGEMENT, LLC
2. Contact Person: ALBERT BABADZHANOV
3. Telephone: (917)601-9986
4. E-mail: KHAIKANY@GMAIL.COM

IN WITNESS WHEREOF, the CITY OF HOLYOKE and OPERATOR, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

OPERATOR:


Printed Name: ALBERT BABADZHANOV

Signature: 

Title: OWNER/OPERATOR

Date signed: July 22, 2020

CITY OF HOLYOKE:



Alex B. Morse, Mayor

Date signed: 7-29-2020

APPROVED AS TO FORM:


City Solicitor

Date signed: 7-27-2020

Community Outreach Meeting

1. A summary of the Community Outreach Meeting that includes:
 - a. The date, time, and location of the Meeting
 - b. The Community Outreach Meeting was held on Tuesday, February 23, 2021 at 7:00p.m. at Amedeo's Restaurant and Pizzeria located at 8 North Bridge Street, Holyoke, MA 01040.
2. A list of attendees
 - a. Please see the attached Attendees at Meeting form.
3. A description of the efforts to publish and market the meeting
 - a. The applicant published a legal notice in the Springfield Republican fourteen days prior to the meeting, on 2/23/21. The applicant also had certified letters sent to all abutters within 500 feet of the proposed use, as well as copies to the City Clerk, the Planning Board, the Zoning Board of Appeals, the Law Department, the City Council, and the Mayor's Office. The applicant also had a local advisor reach out directly to individuals in their networks within the neighborhood.
4. A summary of the notes taken at the meeting, reflecting citizen comments
 - a. A few general questions were asked concerning the hours of operation. The general response was positive with hopes that the new use would remove a blight to the neighborhood.
5. If any, a summary of follow-up taken by the proposer to respond to public comments
 - a. There were no comments raised by the public at the Community Outreach Meeting, due to the comprehensive presentation given by the Applicant and the Applicant's team of experts, all of whom are local to the Holyoke/Springfield area. The applicant will take heed of any feedback from the community and will continue to seek feedback on all aspects of the proposal. The applicant will work with stakeholders in making according adjustments to their Special Permit application to reflect any concerns that may arise.
6. A summary of cooperation with City personnel and the community
 - a. Zoning matters were reviewed by the applicant's attorney and Architect and are in full compliance. The applicant plans for a "to the studs" renovation, and is looking forward to close and transparent cooperation with the City inspectional services and permitting departments prior to commencing any demolition or buildout.
7. The applicant has engaged two local consultants to ensure they remain in close communication and cooperation with the local community. The first planned hire is the Director of Community Outreach from the neighborhood to have that cooperation be a building block of the entire project. The applicant plans to host frequent Community Outreach Meetings throughout the life cycle of this project to gain feedback and ensure the neighborhood is kept fully informed of all developments.

Community Outreach Meeting

February 23, 2021

LeafLux Group Inc.

Paper City Cannabis dba Abby Property Management, LLC

RE: Proposed Marijuana Retailer, 40 Lyman Street, Holyoke, MA

Attendees:

Name	Address	Organization (if any)
<u>Andrii Shannin</u>		
<u>Michael Rigal</u>	312 PLEASANT STREET	Holyoke
<u>ALBERT BABARZHANOV</u>	239 MADISON AV	W HOLYOKE
<u>LAURENCE LEVIT</u>		01040
	239 MADISON AV W	HOLYOKE 01040
<u>GREGORY NEFFINGER</u>	76 BONAIR AVE.	W. SPFLD. MA 01089
<u>Erin Taul</u>	69 Suffolk St,	Holyoke MA 01040

Community Outreach Meeting

LeafLux Group Inc.

Paper City Cannabis dba Abby Property Management, LLC

RE: Proposed Marijuana Retailer, 40 Lyman Street, Holyoke, MA

AGENDA

1. Presentation about the Proposed Marijuana Retail to be located at 40 Lyman St.
2. Information presented to demonstrate that the location will be maintained securely
3. Information about the steps that will be taken to prevent diversion to minors
4. Presentation about the plan to positively impact the community
5. Information presented to demonstrate that the location will not constitute a nuisance
6. Community members questions and answers from the LeafLux Group, Inc.

Attachment "A"

after Federal approval. This Contract contains price adjustments for hot mix asphalt mixes, diesel fuel, gasoline, and Portland cement contained in concrete. See Section 01270 for payment procedures and base prices for this Project.

A pre-Bid conference will be held at Holyoke Water Treatment Plant at 600 Westfield Road, Holyoke, MA, on February 24, 2021 at 10 AM.

HOLYOKE WATER WORKS,
HOLYOKE,
MASSACHUSETTS
Consulting Engineer:
Tighe & Bond, Inc.
53 Southampton Road
Westfield, MA 01085
413-562-1600
(February 10)

This notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 23, 2021 at 7:00p.m. at Amadeo's Restaurant and Pizzeria, 8 North Bridge Street, Holyoke, MA 01040. The proposed location is for a Retail Marijuana Establishment is anticipated to be located at 40 Lyman Street, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.

(February 10)

Southwick

LEGAL NOTICE
MORTGAGEE'S SALE OF
REAL ESTATE
By virtue of and in execution of the Power of Sale

File
Feb
Gen
Mar
the
pub
In g
cluc
val.
part
Relocation and installation of exits signs, fire pull stations, horns and strobes. Installation of new door opening, exterior landing, handrails and stair. Site Walk Through: A site visit will be held on Tuesday, February 16, 2021 at 1 pm in the Facilities Department in Building 16. The Bidding documents may be obtained electronically commencing Wednesday, February 10, 2021, by sending an email to stccbidclerk@stcc.edu. Please include reference to the bid number, your company name, address, phone and fax numbers in the request. All bids for this project are subject to the provision of either or both Mass. G.L., Chapter 30, Section 39M as amended and Mass. G.L., Chapter 149, Section 44A-44T inclusive. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Mass. G.L., Chapter 149, Section 26 to which Authority reserves the right to waive any informality in or to reject any and all bids if it be in the public interest to do so.
Springfield Technical
Community College
Debra Avery, Sr.
Director of Facilities

Paper City Cannabis / Abby Property Management

40 Lyman Street

Holyoke, MA 01040

February 8, 2021

Dear Neighbor,

We are holding an informational meeting for a proposed Retail Marijuana Establishment at 40 Lyman Street, Holyoke, MA 01040 on Tuesday, February 23, 2021 at 7:00p.m. at Amedeo's Restaurant & Pizzeria located at 8 North Bridge Street, Holyoke, MA 01040. If you have any questions or concerns please feel free to attend our informational meeting. We will be making a major investment to the proposed location and want to continue to update the neighborhood on our progress and our commitment to the neighborhood.

Sincerely,

Paper City Cannabis / Abby Property Management

RECEIVED
2021 FEB 10 A 11:45
CITY OF HOLYOKE
OFFICE OF THE CITY CLERK

Attachment "C"

Paper City Cannabis / Abby Property Management

40 Lyman Street

Holyoke, MA 01040

February 8, 2021

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Sincerely,

Paper City Cannabis / Abby Property Management

HARTFORD CT 060
10 FEB 2021 PM 4 L



ANK

[Redacted address block]

ANK

01089-7952
01420-001321



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, Gregory Neffinger, Architect, (*insert name*) attest as an authorized representative of Leaf Lux Group Inc. (*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 February 23, 2021 (*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 February 9, 2021 (*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 February 10, 2021 (*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 February 9, 2021 (*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.

Plan to Remain Compliant with Local Zoning

1. A zone change was approved by the Holyoke City Council which will allow for a retail cannabis establishment.
2. All plans have been submitted for the renovation of the existing building by a licensed Architect and Engineer.
3. A special permit was approved by the City Council for a Retail Cannabis Establishment.
4. The city planner has reviewed the proposed renovation drawings and has approved with comments to be incorporated into the plans.
5. The City Engineer has reviewed the proposed renovation drawings and has approved with comments to be incorporated into the plans.
6. A building permit application has been submitted to the Building Department and is in review.
7. The Building Department, Fire Department, Health Department, City Engineer, Planning Department, Electrical Inspector, and Plumbing Inspector will inspect the final renovation of the existing building before a Certificate of Occupancy will be granted.



Mayor Alex B. Morse

Office of Planning & Development

City of Holyoke

Planning Department

October 21, 2019

Linda Vacon, Chair
City Council Ordinance Committee

RE: RECOMMENDATION: DR TO IG / 40 LYMAN STREET (038-02-001.1/002.1)

Dear Councilor Vacon,

Please be advised that at its October 15, 2019 meeting, the Holyoke Planning Board discussed the above referenced zone change request. After consideration of all information and testimony presented during the public hearing, the Board voted 4-0 to recommend to the Ordinance Committee of the City Council that the zoning map change request be approved.

Under ordinary circumstances, the Board would be forced to recommend against this zone change on the grounds that it would create a spot zone. But this application is to allow for a proposed use falling squarely within the range of uses that would be permitted as of right in the existing Downtown Residential (DR) zone, were it not for the unusual restrictions imposed in our Marijuana Ordinance.


Testimony from the neighborhood indicated overwhelming support and strong evidence was presented that the proposed zone change would allow the rehabilitation of an empty, blighted parcel into a productive use. Said use would be consistent in scope and character with other uses similarly found within the DR zone, and should not raise any of the issues underlying the general rule against spot zoning. Therefore, the Board was reluctant to recommend denial of the zone change.

Additionally, the Board recognizes that there is a risk in zoning a parcel under the assumption that the property will be used for a particular use, in this case a marijuana facility. Nevertheless, we zone for uses rather than for projects. If the proposed business dissolves, the zone change to the parcel remains and will allow other uses that may not be consistent to the surrounding DR Zone. From a planning perspective, the better solution would be to amend the Marijuana Ordinance to broaden the zoning districts in which marijuana facilities are allowable. Were it not for the current requirement that such facilities be placed in General Industry (IG) districts only, this zone change request would be unnecessary, since retail services generally are allowed in DR districts as of right.

The Board further recommends that the City Council take this opportunity to amend the Marijuana Ordinance to allow marijuana facilities in suitable zones beyond IG so that this situation does not reoccur.

If you have any questions regarding this decision please feel free to contact me.

Very truly yours,


Eileen Regan, Chairman
Holyoke Planning Board

Cc: Mayor Alex Morse
Damian Cote, Building Commissioner
City Council

20 KOREAN VETERANS PLAZA, SUITE 406 • HOLYOKE, MASSACHUSETTS 01040-5000
PHONE: (413) 322-5575 • FAX: (413) 322-5576 • E-MAIL: planning@holyoke.org

Birthplace of Volleyball

Special Permit

A Special Permit application was granted to Leaf Lux Group Inc. for a Registered Marijuana Retail Establishment at 40 Lyman St. in Holyoke, MA. 01040

Petitioner: Leaf Lux Group Inc.
5 Masonic Home Road
Charlton, MA 01507

Parcel: 40 Lyman St.
Parcel #038-02-001.1
Book/Page 12942/551

Conditions:

1. That the owner of the building always pays commercial property tax rate to the extend
2. That the business retains a minimum of 30% Holyoke residents for non-security jobs or are a retired member of another police department now living in the City of Holyoke
3. That hiring preference be given to security personnel that are retired Holyoke Police or are a retired member of another police department not living in the City of Holyoke
4. There shall be no marijuana consumption to be allowed on site
5. There shall be no deliveries of retail or medical marijuana from the site to individual homes, residences or people
6. That hours of operation follow city ordinances
7. That the applicant follow all recommendations and letters from OPED on November 15, 2020 and the letter from the City Engineer

Granted by the City Council on December 1, 2020 -Yeas 11—Nays 1 (Greaney Jr.) - Absent 1 (Leahy)

In order for this permit to be effective, the approved special permit must be recorded at the Hampden County Registry of Deeds and the costs of recording paid by the owner or applicant. A SPECIAL PERMIT WILL NOT TAKE EFFECT UNTIL ITS RECORDED AT THE HAMPDEN COUNTRY REGISTRY OF DEEDS.

AFTER RECORDING, PLEASE RETURN A COPY TO THE CITY CLERK'S OFFICE.

Brenna Murphy McGee
Brenna Murphy McGee
Holyoke City Clerk

CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

A TRUE PHOTOCOPY AS RECORDED IN
HAMPDEN COUNTY REGISTRY OF DEEDS
AND IT IS SO CERTIFIED



Bk 23812 Pg320 #23638

Page 1 of 1

Printed: April 8, 2021 @ 10:17:00

ATTEST:

Chl A. Coakley-Rivera, Esq.

REGISTER OF DEEDS

Host Community Agreement Certification Form

Instructions

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

Certification

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

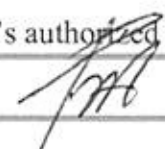
1. Name of applicant:

Leaf Lux Group Inc.

2. Name of applicant's authorized representative:

Albert Babadzhanov

3. Signature of applicant's authorized representative:



4. Name of municipality:

Holyoke, MA

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

TERENCE MURPHY, Acting Mayor



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

Terence Murphy

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

ortizn@holyoke.org

8. Host community agreement execution date:

5/5/21

LEAF LUX GROUP INC.

Plan for Positive Impact

These plans are tailored only to Commission-approved areas of disproportionate impact such as Holyoke, Ma.

Goal 1: Hiring

Leaf Lux Group Inc. shall hire 50% of its staff that are Massachusetts residents who have past drug-convictions.

Leaf Lux Group Inc. shall post monthly advertisements in the Springfield newspaper, The Springfield Republican, stating that the retail establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.

Leaf Lux Group Inc. will count the the number of individuals hired who have past drug-convictions. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal. This assessment will be documented quarterly from provisional licensure and quarterly each year thereafter.

Goal 2: Training

Leaf Lux Group Inc. will provide industry-specific technical training such as management training specific to the cannabis industry along with other forms of training dealing with the operations of the retail cannabis industry. This training program will be offered to disproportionately harmed people and will involve mentorship from identified experts within the industry.

Goal 2 Percentages:

1. Past or present residents of Holyoke (an area of disproportionate impact); 20%
2. Commission-designated Certified Economic Empowerment Priority recipients; 20%
3. Commission-designated Social Equity Program participants; 20%
4. Massachusetts residents who have past drug convictions; 20%
5. Massachusetts residents with parents or spouses who have drug convictions; 20%

Goal 2 Programs:

Management Training in the Cannabis Retail Industry;

- Classroom lectures in the topics of the general management of retail industries.
- Classroom lectures in the topics related specifically to the Cannabis industry.
- Practical demonstration of the management of Leaf Lux Group Inc's retail operations.
- Lectures by local cannabis retail managers.
- Lectures by local colleges professors that teach management courses.
- Course materials: Textbooks and handouts will be provided to the participants.
- Courses will be delivered by classroom, remote and self-paced aspects to provide flexibility in the learning experience.

Topics to be discussed:

- Professional Skills for effective communication.
- How to make informed decisions about retail management.

- Leadership training in development of the culture and performance of the “team”.
- Project management training to address the unique problems of the cannabis industry.

Goal 2 Metrics:

- Classroom attendance by participants.
- Classroom participation demonstrating the students understanding of course materials.
- Break-out work groups to encourage hands-on learning.
- Testing on various aspects of the course material.
- The assessment of this goal will be documented quarterly from provisional licensure and quarterly each year thereafter.

Number of individuals training is open to:

It is expected that there will be a minimum of 2 individuals from each group of disproportionately harmed people identified above participating in the training session. More individuals may be added to a maximum of 24 per session.

Monthly Advertisements:

Leaf Lux Group Inc. shall post monthly advertisements in the Springfield newspaper, The Springfield Republican, stating that the retail establishment is specifically looking for participants from the disproportionately harmed people identified above to participate in the training programs.

Leaf Lux Group Inc. will adhere to the requirements set forth in 935 CMR 500.105(4) and the requirements for the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Any action taken, or program instituted, by the Leaf Lux Group Inc. will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001478925

ARTICLE I

The exact name of the corporation is:

LEAFLUX GROUP, INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

RECREATIONAL PRODUCT SALES AND ALL LAWFUL ACTIVITIES UNDER MGL

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	1,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ALBERT BABADZHANOV
No. and Street: 40 LYMAN ST
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALBERT BABADZHANOV	61 DALE ST NEEDHAM, MA 02494 USA
TREASURER	ALBERT BABADZHANOV	61 DALE ST NEEDHAM, MA 02494 USA
SECRETARY	ALBERT BABADZHANOV	61 DALE ST NEEDHAM, MA 02494 USA
DIRECTOR	ALBERT BABADZHANOV	61 DALE ST NEEDHAM, MA 02494 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RECREATIONAL PRODUCT SALES

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 40 LYMAN ST
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 40 LYMAN ST

City or Town: HOLYOKE

State: MA

Zip: 01040

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 5 Day of January, 2021 at 1:21:21 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ALBERT BABADZHANOV

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:

January 05, 2021 01:20 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1189294912
Notice Date: April 15, 2021
Case ID: 0-001-145-303



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEAFLUX GROUP INC
40 LYMAN ST # HOLYOKE
HOLYOKE MA 01040-6243

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor 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

Date: April 09, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

LEAFLUX GROUP, INC

is a domestic corporation organized on **January 05, 2021** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 21040193610

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad

OPERATING AGREEMENT

MEMBER MANAGED

DATE:

PARTIES:

RECITAL:

The parties to this agreement (the “Members”) are entering into this agreement for the purpose of forming of an incorporation under the Business Corporation Act of the State of Massachusetts (the “Act”).

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this incorporation company (the “Company”) is LEAFLUX GROUP INC

1.2 Articles of Organization. Articles of Organization for the Company were filed with the Secretary of State for the state of Massachusetts on 01/05/2021

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

1.4 Principal Office. The Company’s principal office will initially be at 40 LYMAN STREET, HOLYOKE, MA 01040, but it may be relocated by the members at any time.

1.5 Purposes and Powers. The Company is formed for the purpose of engaging in the business of Cannabis Retail.

LEAFLUX GROUP INC BY-LAWS

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

2. MEMBERS, CONTRIBUTIONS AND INTERESTS

2.1. Initial Members. The names and addresses of the Members of the Company, the amount if their initial contributions, and their Ownership Interests are:

<u>Name and address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
Albert Babadzhanov 239 Madison Ave W. Holyoke, MA 01040	\$1.00	100%

Each Member's ownership Interest at any time will be determined by the ratio of the member's aggregate capital contributions to the aggregate capital contributions of all Members.

2.2. Initial Capital Contributions. All Initial Capital Contributions must be paid in cash at time of organization to be effective.

2.3. Additional members. Except as otherwise provided in the section of this agreement relation to substitution, additional Members of the Company may be admitted only with the consent of all Members.

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

prorate share of the maximum, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

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

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

3. ALLOCATION OF PROFITS AND LOSSES

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

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

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

be taken into account in computing, any Member's capital account, allocable share of net profits and net losses of the Company, or right to distributions.

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

4. DISTRIBUTIONS

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

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

LEAFLUX GROUP INC BY-LAWS

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

5. ADMINISTRATION OF COMPANY BUSINESS

5.1. Management. All Members have the right to participate in the management and conduct of the Company's business. Subject to the limitations imposed by this agreement or by action of the members, each Member is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business.

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

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

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

5.3.2. To merge the Company with any other entity;

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

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

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

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

5.3.7. To commence a voluntary bankruptcy case for the Company.

5.4 Devotion of Time; Outside Activities. Each of the Members must devote so much time and attention to the business of the Company as the Members agree is appropriate. Members may

LEAFLUX GROUP INC BY-LAWS

engage in business and investment activities outside the Company, and neither the Company nor the other Members have any right to the property, profits, or benefits of such activities. But no Member may, without the consent of all other Members, enter into any business or investment activity that is competitive with the business of the Company, or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company.

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

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

6. ACCOUNTING AND REGULATIONS

6.1 Books of Account. The Members must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this agreement. At a minimum, the following must be maintained at the principal office of the company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the current names and addresses of the Members; (d) a copy of the Company's articles of

LEAFLUX GROUP INC BY-LAWS

organization and any amendments thereto; (e) this agreement and any amendments thereto; (f) minutes of any meeting of members; and (g) consents to action by members. Each Member will have access to all such books and records at all times.

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

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

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

6.5. Tax Matters Partner. Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C Corporation, or any Member is a nonresident alien individual, the Members must designate one of the Members as the tax matters partner of the Company in accordance with IRC §6231 (a)(7) and keep such designation in effect at all times.

7. DISSOCIATION AND DISSOLUTION

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

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

damages from the expelled Member or to pursue other remedies permitted under applicable law or an equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any amounts otherwise distributable or payable to the expelled Member.

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

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

7.5. Purchase Price. If the other Members elect to cause the Company to purchase the interest of dissociating Member under the section of this agreement relating to effect of member's dissociation, the purchase price of dissociating Member's interest in the Company will be determined by agreement between the other Members (acting by vote) and dissociating member. If an agreement on the purchase price is not reached within 30 days following the election to purchase the interest of dissociating Member, the interest must be valued by a third-party appraiser selected by the other Members who is reasonably acceptable to the dissociating Member, and the purchase price will be the value determined in that appraisal. In appraising the interest to be purchased, the appraiser must determine the fair market value of the interest as of the date of the vent of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon a sale of the Company as a going concern. The appraiser must also consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 120 days following the election to purchase the interest of dissociating Member, either the other

LEAFLUX GROUP INC BY-LAWS

Members or the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest of dissociating Member in accordance with the standards set forth in this section, and the purchase price will be the value determined in that appraisal.

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

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

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

7.6.3. The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Company must pay the accrued interest on the purchase price then due to the dissociating Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of each of the other Members in the Company equal

to the Ownership Interest of dissociating Member being purchased by the Company. The security agreement must be in a form reasonably acceptable to the attorney for the dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquitting the interest in the Company will be admitted as a Member of the Company without further consent of the Members being required.

As an example of the operation of this provision, if the Ownership Interest of a dissociating member was 25% and there are three other members, each with an Ownership Interest of 33-1/3% after the purchase of the dissociating Member's Ownership Interest by the Company, each of the other members would be required to grant the dissociating Member a security interest in an Ownership Interest of 8-1/3%.

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

7.8. Successor in Interest. For purposes of this section relating to dissociating and dissolution, the term "dissociating Member" includes the dissociating Member's successor in interest.

8. WINDING UP AND LIQUIDATION

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

LEAFLUX GROUP INC BY-LAWS

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

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

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

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

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

9. TRANSFER OF MEMBER'S INTERESTS

9.1. General Restrictions. No Member may transfer all or any part of such Member's interest as a member of the Company except as permitted in this agreement. Any purported transfer of an interest or a part of an interest in violation of the terms of this agreement will be null and void and of no effect. For purposes of this section a "transfer" includes a sale, exchange, pledge. Or other disposition, voluntarily or by operation of law.

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

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

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

9.5. Substitution. If the interest of a Member is transferred, the transferee of the interest may be admitted as a Member of the Company if the transferee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this agreement. But the transferee is entitled to be admitted as a Member only if all of the other members consent to the admission of the transferee as a Member, and this consent may be withheld reasonably or unreasonably. If a Member who is the only member of the Company transfers the Member's entire interest, the transferee will be admitted as a Member of the Company effective upon the transfer without the requirement of an agreement to be bound by this agreement or consent. If the transferee is not admitted as a Member, the transferee will have the right only to receive, to the extent assigned, the distributions from the Company to which the transferor would be entitled. Such transferee will not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records of the Company.

10. INDEMNIFICATION AND LIABILITY LIMITATION

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

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

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

10.1.3. Any unlawful distribution under the Act; or

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

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

11. MISCELLANEOUS PROVISIONS

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

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

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

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

LEAFLUX GROUP INC BY-LAWS

11.5. Additional Documents. Each member must execute such additional documents and take such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this agreement.

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

11.7. Governing Law. This agreement will be governed by the law of the state in which the articles of organization of the Company have been filed.

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

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

LEAF LUX GROUP INC.

Paper City Cannabis Disclosure

Paper City Cannabis was used as an early name by Abbey Property Management, LLC to explore the possibility of establishing a cannabis retail operation in Holyoke, Massachusetts. Paper City Cannabis does not have any direct or indirect authority over the operations or management of Leaf Lux Group Inc.

Abbey Property Management, LLC will no longer be using the name Paper City Cannabis in the future.

Leaf Lux Group, Inc.

Department of Unemployment Assistance Attestation Letter

May 10, 2021

Leaf Lux Group cannot register with the Department of Unemployment Assistance until hiring of employees.

A handwritten signature in black ink, appearing to be 'AB' with a stylized flourish.

Albert Babadzhanov
Leaf Lux Group Inc.

Leaf Lux Group, Inc.

Liability Insurance

The Applicant shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy will be no higher than \$5,000 per occurrence.

Energy Compliant Plan

1. The existing building is to be completely gutted with the exterior additions to be removed and a new energy efficient addition to be built in its place.
2. All renovations will be designed to fully take advantage of all energy upgrade opportunities.
3. The renovated building will have upgraded insulation R values in the walls and roof.
4. All lighting will be upgraded from incandescent to LED lighting.
5. All HVAC units will be replaced with new energy efficient units.
6. Renewable energy strategies were evaluated and were considered impractical for this building on the existing urban site.
7. Energy efficiency programs are being pursued with Holyoke Gas and Power.
8. Consideration of opportunities for renewable energy generation shall be made including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.
9. Engagement shall be made with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Plan to Restrict Access to 21 Years of Age and Older

Dispensing procedures

1. No one under age 21 will be allowed on site.
2. Age will be verified at time of entry, and any underage persons or other unfit purchasers will be denied.
3. After an individual is identified and deemed fit for purchase, they will be admitted to a waiting area separate from the retail floor .
4. The client will have access to educational materials and product brochures to assist their decision making.
5. Once a sales associate is free, they will greet the client at the waiting room door and will bring them to the sales counter.
6. Prior to any further interaction the sales associate will re-verify the client's identification and assess them for any signs of intoxication or other conditions that may make them unfit for purchase.
7. The sales associate will discuss the product menu with the client and inform them of any pertinent details to their selection.
8. The sales associate will collect the selected items and package them in an exit bag.
9. The sales associate will log the proposed transaction into the METRC seed-to-sales tracking system.
10. Once the sale has been logged, the sales associate will collect the payment and enter it into the POS station.
11. The client will be given a sealed exit bag with their product, a client education packet, strain information, and any other relevant information x.
12. The sales associate will escort the client to the airlock exit, and ensure they have left the facility safely.
13. The sales associate will clear their area, record any necessary information, request additional inventory, if needed, and prepare for the next transaction.
14. All employees and registered agents must be 21 years of age or older.
15. All consumers entering Leaf Lux Group Inc., a Marijuana Retailer, must be 21 years of age or older (unless the establishment is co-located with a Medical Marijuana Treatment Center).

Quality Control and Testing Procedures

1. Procedures for quality control and testing of product for potential contaminants, if applicable to license type.
 - a. The applicant will only purchase finished cannabis that has passed all State testing regimens.
 - b. The applicant shall maintain all cannabis product in a clean, neat environment with controlled temperature and humidity in the vault and showcases.
 - c. The applicant will only purchase cannabis packed in Cannabis Control Commission compliant, child resistant, airtight and opaque packages, ready for sale as-is.
 - d. Any damaged product will be rejected at delivery, or disposed of in the waste area.
2. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
3. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately.
4. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
5. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
6. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
7. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
8. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
9. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
10. Water supply shall be sufficient for necessary operations.
11. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
12. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
13. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.
14. No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.
15. The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

Leaf Lux Group, Inc.

Personnel Policies and Background Checks

As many employees as possible shall be recruited from the Lyman Street neighborhood and from other areas of disproportionate impact. All equal opportunity workplace provisions shall be strictly enforced.

1. An adequate number of employees shall be on duty at all times for safe operations during the business hours.
2. Prior to their first day on duty, all employment applicants shall undergo a background check and be given a written job description of their duties .
3. The applicant shall keep a record of all background check and Cannabis Control Commission Agent Badge information for each employee
4. This shall also include documentation of verification of references, the job description or employment contract, and any other onboarding materials
5. All employees must undergo a Responsible Vendor Training Program course prior to interaction with the public.
6. The applicant will maintain 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.
7. The applicant will also maintain a record of the mandated 8-hour related duty training.
8. All employees shall be given an annual performance review .
9. All available positions shall be sought to be filled internally by existing candidates.
10. Any disciplinary actions will be recorded and kept in the employee's file.
11. There will be a zero-tolerance policy for diversion, unsafe behavior, working under the influence of intoxicants, and for any conduct outside of the Employee Handbook and Training Materials.
12. A staffing plan and records shall be established and maintained in compliance with 935 CMR 500.105(9).
13. Alcohol, smoke, and drug-free workplace policies shall be established and maintained.
14. A plan shall be established describing how confidential information will be maintained.
15. A policy shall be established and maintained for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

Leaf Lux Group, Inc.

Record Keeping Policies

The COO shall be responsible for collecting and maintaining all records of the Marijuana Establishment.

1. They will ensure that the records of a Marijuana Establishment will be available for inspection by the Commission or a City agent, upon request.
2. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles.
3. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following: a. Written operating procedures as required by 935 CMR 500.105(1); b. Inventory records as required by 935 CMR 500.105(8); c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); d. All financial records e. All personnel records f. Waste disposal records as required under 935 CMR 500.105(12)
4. All records shall be maintained for no less than two years from their creation and shall be stored in a readily accessible location .
5. If the Marijuana Establishment should close, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission and the City.
6. Leaf Lux Group, Inc. shall establish and keep waste records for at least three years.
7. The following personnel records shall be maintained:
 - Job descriptions for each agent;
 - A personnel record for each agent.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
8. The following business records shall be maintained:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts;
 - Sales records; and
 - Salary and wages paid to each employee.

Leaf Lux Group, Inc.

Maintaining of Financial Records

1. The CFO shall be responsible for collecting and maintaining all financial records, which shall include manual or computerized records of:
 1. Assets and liabilities;
 2. Monetary transactions;
 3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 4. Sales records including the quantity, form, and cost of marijuana products; and
 5. 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
2. All documents shall be kept for no less than two years, and both hard copies and electronic copies shall be kept for all material documents
3. No less than annually, an independent auditor shall examine all materials and review all company books to ensure compliance.
4. Leaf Lux Group, Inc. is prohibited from utilizing software or other methods to manipulate or alter sales data.
5. Leaf Lux Group, Inc. shall conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
6. Leaf Lux Group, Inc. shall maintain records that it has performed the monthly analysis.
7. If Leaf Lux Group, Inc. determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.
8. Leaf Lux Group, Inc. shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.
9. Leaf Lux Group, Inc. shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.
10. Leaf Lux Group, Inc. 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).

Leaf Lux Group, Inc.

Qualifications and Training

A detailed description of the qualifications and intended trainings for marijuana establishment agents who will be employees:

1. All employees must undergo a Cannabis Control Commission background check prior to hiring. Employees must pass that check and be over age 21 to be considered for employment.
 - a. Employees who live in the neighborhood, who reside in other areas of disproportionate impact, or who are economic opportunity or social equity applicants or related to one will be given hiring preference within the bounds of any applicable employment law.
2. There are no built-in qualifications for hiring so long as the individual is compliance-oriented, serious in their duties and obligations, and willing to work hard to promote the cannabis industry.
 - a. Employees with related business experience, experience in a controlled-sales environment, experience in a documentation-heavy industry, and with experience in customer service will be sought, but not exclusively.
3. Employees will undergo the Responsible Vendor Training Program once per year, and prior to their first day on duty. Employees will also undergo no less than 8 hours of Related Duty on-the-job training.
 - a. The applicant will have various industry experts come to the facility for supplemental training, including:
 - i. Compliance specialist training
 - ii. POS station training
 - iii. METRC training
 - iv. Product knowledge training
 - v. Ongoing regulatory or industry updates.
4. Anticipated positions and their qualifications:
 - a. Manager
 1. Reduce staff turnover
 2. Produce sales forecast
 3. Recruit, hire, and train new hires, and developing them into productive and competent team members
 4. Fully trained in Massachusetts' laws and their related procedures for retail Cannabis establishments.
 - b. Shift Manager
 1. Manage team customer service representatives
 2. Resolve customer complaints passed on from customer service representatives
 3. Organize roster for shifts
 4. Organized training sessions on client relations
 - c. Customer Service Representative
 1. Trained in POS system
 2. Take instructions and have the willingness to learn
 - d. Security Personnel
 1. Former experience in security related positions
 2. Familiar with maintaining security in a cannabis retail establishment.
 - e. Each potential employee shall demonstrate:

- Qualifications summary
- Resume qualifications
- Statement of qualifications and skills

5. Leaf Lux Group inc. shall ensure that employees are trained on job specific duties prior to performing job functions.
6. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
7. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
8. Responsible Vendor Program documentation must be retained for four (4) years.

LEAF LUX GROUP, INC.

Diversity Plan

Leaf Lux Group Inc.'s Diversity Plan will be formulated to provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including minority business enterprises, women business enterprises, and veteran business enterprises. Leaf Lux Group Inc.'s Diversity Plan shall further promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.

1. Goal:

- a. percentages sought to be achieved:
 - 60% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities; and
 - 10% People of all gender identities and sexual orientations
- b. Leaf Lux Group Inc. shall Increasing the number of individuals falling into the above-listed demographics working in the ME and providing tools to ensure their success.
 - 60% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities; and
 - 10% People of all gender identities and sexual orientations
- c. Providing access for and assisting individuals falling into the above-listed demographics to achieve their goal of entering the adult-use marijuana industry;
 - 60% women;
 - 40% minorities;
 - 30% veterans;
 - 10% persons with disabilities; and
 - 10% People of all gender identities and sexual orientations

2. Programs

- a. Leaf Lux Group Inc. shall post monthly advertisements in the local newspaper, The major newspaper outlet, Springfield Republican, stating that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the establishment.
- b. Leaf Lux Group Inc. shall distribute quarterly internal workplace newsletters that encourage current employees to recommend individuals falling into the above-listed demographics for employment.
- c. Leaf Lux Group Inc. shall provide trainings or mentorship programs for individuals falling into the above-listed demographics to promote their entry into the marijuana industry.
 - These trainings will provide industry-specific technical training such as management training specific to the cannabis industry along with other forms of training dealing with the operations of the retail cannabis industry.
 - The training will involve identified experts within the industry to provide mentorship for individuals falling into the above-listed demographics.
 - Leaf Lux Group Inc. will use resources and consulting services that are available to enhance the training programs.
- d. Leaf Lux Group Inc. shall provide recruitment meetings and/or participate in job fairs with a focus on attracting individuals falling into the above-listed demographics on a quarterly basis.
- e. Leaf Lux Group Inc. will begin by advertising all open positions for the Lyman Street site in both English language and Spanish language formats, using print media, digital media, and broadcast media outlets to ensure the message is disseminated and reaches as many potential applicants as possible.

f. Leaf Lux Group Inc. will also work with existing jobs training organizations and career centers, as well as holding a Jobs Fair in the City, to ensure the messaging is effective and expertly tailored to residents of those demographics. There will be a variety of positions sought from those means, from entry level to executive team, and full time as well as part time roles, to promote flexibility and ensure that all skill sets are given an equal opportunity in the hiring process.

g. Leaf Lux Group Inc. also seeks to establish relationships with diversity-focused organizations within the City, and use their community ties and deep local knowledge to amplify and enhance their messaging. The applicant seeks to work with these organizations for networking, spreading information about open opportunities, and providing training and sharing best practices with potential cannabis industry participants.

3. Metrics

a. Leaf Lux Group Inc. shall count the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

b. Leaf Lux Group Inc. shall count the number of postings in diverse publications or general publications with supporting documentation.

c. Leaf Lux Group Inc. shall count the number and subject matter of trainings held and the number of individuals falling into the above listed demographics in attendance.

d. The Manager of Leaf Lux Group Inc. will also be responsible for collecting both quantitative and qualitative measurements of the Diversity Plan's efficacy to propose any necessary enhancements.

e. Leaf Lux Group Inc.'s diversity plan will be evaluated quarterly to determine the success of the plan and to make appropriate adjustments if needed.

4. Leaf Lux Group Inc. acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME; and

5. 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.