



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282508
Original Issued Date: 04/12/2022
Issued Date: 04/12/2022
Expiration Date: 04/12/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Legal Greens, LLC

Phone Number: 857-333-8143 Email Address: VANESSA@LEGALGREENS.NET

Business Address 1: 93 Pleasant St

Business Address 2:

Business City: Brockton

Business State: MA

Business Zip Code: 02301

Mailing Address 1: 71 Legion Pkwy

Mailing Address 2: suite 25

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EEA202396

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: VANESSA

Last Name: JEAN-
BAPTISTE

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40

Percentage Of Control:

40

Role: Owner / Partner

Other Role:

First Name: MARK

Last Name: BOUQUET Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 9

Percentage Of Control: 9

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: MALONEY Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Legal Greens, LLC

Entity DBA:

Email:

Phone: 857-333-8143

Vanessa@legalgreens.net

Address 1: 73-75 Pleasant St

Address 2:

City: Brockton

State: MA

Zip Code: 02301

Types of Capital: Other

Other Type of Capital: Company
Investment

Total Value of Capital Provided:
\$30000

Percentage of Initial Capital:
100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Date generated: 05/02/2022

Page: 2 of 6

Establishment Address 1: 93 Pleasant st

Establishment Address 2:

Establishment City: Brockton

Establishment Zip Code: 02301

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 45

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Jul 1, Doc 2.pdf	pdf	60de4ab60bb484027d8bc4c3	07/01/2021
Plan to Remain Compliant with Local Zoning	Brockton Zoning Bylaws Status CULT.pdf	pdf	613a7de6e1409107697584a9	09/09/2021
Community Outreach Meeting Documentation	Community outreach full form.pdf	pdf	6143ecf9604619079ab78436	09/16/2021

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	Doc5.pdf	pdf	613a82ddac54100740716a9a	09/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Vanessa

Last Name: Jean-Baptiste Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: michael

Last Name: Maloney Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Owner / Partner **Other Role:**
First Name: Mark **Last Name:** Bouquet **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	BYLAWS.pdf	pdf	5e2ba59969dc9d0456db5646	01/24/2020
Department of Revenue - Certificate of Good standing	LG Cert of GS 4.8.21.pdf	pdf	60de4 added74b6080359f6eaf0	07/01/2021
Secretary of Commonwealth - Certificate of Good Standing	LG Unemployment Cert of GS 4.8.21.pdf	pdf	60de4fea2ea73e0364769c38	07/01/2021
Secretary of Commonwealth - Certificate of Good Standing	Legal Greens GS - all annual reports filed - 4.16.2021.pdf	pdf	60de505e504b25036f754be2	07/01/2021
Articles of Organization	Articles of organization.pdf	pdf	60de5091629ad9037af1de6a	07/01/2021

No documents uploaded

Massachusetts Business Identification Number: 001330381

Doing-Business-As Name: Legal Greens, LLC

DBA Registration City: Brockton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Cultivation Timeline for the Cannabis Control Commission (Brockton).pdf	pdf	60de57167a4b3b034a67ec85	07/01/2021
Plan for Liability Insurance	Plan to obtain insurance.pdf	pdf	60f4e5497a4b3b034a682bb5	07/18/2021
Business Plan	LG Business Plan; Cult: Manu.pdf	pdf	613a8765d64352077f3c3990	09/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5ddc55d7fd468857b99bdf59	11/25/2019
Maintaining of financial records	Maintaining of Financial Records cult.pdf	pdf	5e17de52541f65570b9497ea	01/09/2020
Personnel policies including background checks	Personnel Policies Including Background Checks cult.pdf	pdf	5e17de87cb8cc6573ebd39b3	01/09/2020

Record Keeping procedures	Record keeping Procedures cult.pdf	pdf	5e17df86fab70557127f1f7a	01/09/2020
Storage of marijuana	Storage of Marijuana cult.pdf	pdf	5e17dffe0557385733b43f66	01/09/2020
Transportation of marijuana	Transportation of Marijuana cult.pdf	pdf	5e17e02838abaf57497ad177	01/09/2020
Inventory procedures	Inventory Procedures cult.pdf	pdf	5e2b99084fa2b0047569e44d	01/24/2020
Security plan	Security Plan Brockton cult.pdf	pdf	60f4df31da52e3026d463d79	07/18/2021
Energy Compliance Plan	Energy Compliance Plan .pdf	pdf	60f4e37ddd0e402a87107ff	07/18/2021
Qualifications and training	Qualifications and Employee Training cult.pdf	pdf	60f4e473629ad9037af21edf	07/18/2021
Quality control and testing	Quality Control and Testing cult.pdf	pdf	613a89b90f4d6c075e3dd89a	09/09/2021
Policies and Procedures for cultivating.	Policies and procedures for cultivating.pdf	pdf	613a8ad7ab6739076439fcfd	09/09/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	613a8cf5e014b807395c81c5	09/09/2021
Prevention of diversion	Prevention of Diversion Cult.pdf	pdf	614e19f9d7af77684608eac2	09/24/2021
Diversity plan	Diversity Plan.pdf	pdf	6168641d734f4a69091d31d3	10/14/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours **Monday To:** Open 24 Hours

Tuesday From: Open 24 Hours **Tuesday To:** Open 24 Hours

Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

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:

Legal Greens, LLC

2. Name of applicant's authorized representative:

Vanessa Jean-Baptiste

3. Signature of applicant's authorized representative:



4. Name of municipality:

Brockton

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

Mayor Robert F. Sullivan



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



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

Krichards@cobma.us

8. Host community agreement execution date:

May 7, 2021

Brockton Zoning Bylaws Status

Brockton's zoning bylaws were passed on February 25, 2019. Bylaws state:

- Cultivation facilities shall need a special permitted uses only in industrial zones
- No Marijuana Establishment or Medical Marijuana Treatment center may be located no closer than 500 feet from a preexisting public or private schools; providing education in kindergarten or any of grades 1 through 12.
- All participants must apply for Marijuana Establishment in the Planning Board Department
 - Present an operations plan to Site Plan Review
 - Present an operations plan to Zoning Board of Appeals
- No marijuana shall be smoked, eaten or otherwise consumed or ingested on the premises, unless specifically authorized by the City pursuant to G.L.94G

Compliance with Brockton Zoning Bylaw

- Cultivation and Manufacturing requires special permits, zoning approval, building permits, certificate of occupancy and final license.
- Special permit, renewable every year
- Legal Greens is also compliant with local buffer zone restrictions
- Legal Greens has completed : Special Permit

Plan to remain complaint with local zoning in the future:

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



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

9/8/21

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



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

a. Date of publication:

8/24/2021

b. Name of publication:

Patriot Ledger

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

a. Date notice filed:

8/23/21

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

a. Date notice(s) mailed:

8/23/21

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

Name of applicant:

Legal Greens, LLC

Name of applicant's authorized representative:

Fred Fontaine

Fred Fontaine

Signature of applicant's authorized representative:

CLASS

wickedlocalsearch.com

To Place an Advertisement Call

JOB



NOTICES

Legal

COMMUNITY OUT-REACH MEETING
9/8/2021

LEGAL NOTICE
NOTICE OF PUBLIC MEETING

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

Date: Sept 8, 2021
Time: 5 pm
Location:
Brockton Public Library, 304 Main Street
Brockton, MA 02301

The proposed Marijuana Cultivation and Manufacturing Facility is anticipated to be located at: 93 Pleasant Street
Brockton, MA 02301; Warehouse

AD#13979546
PL 8/24/2021

To Advertise
in the
Classifieds

Please Call
617-786-7100

The Patriot Engraver



ANNOUNCEMENTS

Cemetery Lots

BLUE HILL CEMETERY 2
grave lots side by side in Monument Section. Lot 281, Sect. 16. \$3500. 617-593-0613



BUSINESS SERVICES

Driveways & Sealing

Cacciatore Brothers
Since 1984, Asphalt Paving & Landscaping, Backhoe Service, stump grinding & removal. Free est. Lic. & Insured. 617-479-3706

Flooring

◆ **KHAM'S FLOOR** ◆
Sanding, Staining & Repairs. Designer/Expert Installation. 5 Year Warranty. 617-472-3240

Roofing & Gutters

WEATHERTITE ROOFING
Many roof repairs under \$200. 30 year New Floors.
Free roof/gutter inspection, no direct contact needed.
Porches. All rotted wood replaced. Ins'd. Reg# is 168929. 508-942-4200
weathertiteroofingma.com

Plastering

PLASTERING

No job too small. Walls, Patches, Ceilings. Repaired, Replaced. Free est. 617-770-4031

Rubbish Removal

Garages, Decks, Pools, HotTubs TAKEN AWAY!
Int. guts, rubbish piles, green bagsters emptied. Decks, patios, walks power bleached. Dump truck w/ litigate hourly rate. Your Trash is my Cash! 617-479-5410



MERCHANDISE

Machinery Tools

PORTER CABLE
Jetstream Air Compressor, pancake type. \$55. 617-471-140

Miscellaneous for Sale

FITNESS HULA HOOP
Like new, adult size detachable for easy storage. \$20. 617-774-71

SMALL ROOM AIR COND., fits standard double hung window. \$30. 508-588-731

Wanted to Buy

CASH FOR TOOLS!
Hand/Pwr, Carpenter, Machinists, Mechanics, Plumbers, Rollaway. 1-800-745-8665

Little Richie's Antiques
Records, musical instr., cameras, toy silver, gold, painting tools, furn., jewelry, coins, military, sword.
CASH PAID.
50 Hancock St.
Braintree.
781-380-8165
lrichiesantiques.com

AUG 23 '21 PM 4:10



NOTICE OF PUBLIC MEETING

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

Date: Sept 8, 2021

Time: 5 pm

Location: Brockton Public Library

304 Main Street Brockton, MA 02301

The proposed Marijuana Cultivation and Manufacturing Facility is anticipated to be located at:

93 Pleasant Street Brockton, MA 02301; Warehouse

Attachment C

7020 0640 0001 6586 9301

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

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

Braintree, MA 02184

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Postmark Here
AUG 23 2021
08/23/2021

Sent To
Hamilton Wade House Co
536 Granite St Ste 300
Braintree MA 02184

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0640 0001 6586 9301

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

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

Braintree, MA 02184

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Postmark Here
AUG 23 2021
08/23/2021

Sent To
Douglas House LTD Philip
336 Braintree St Suite 300
Braintree MA 02184

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

IMPACT PLAN

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

GOALS

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

- Masonry Apprentice
- Electrician Apprentice

PROGRAM

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

METRICS

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

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

among

LEGAL GREENS LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

[9/21/2019]

LIMITED LIABILITY COMPANY AGREEMENT

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

RECITALS

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Company Subsidiary” means a Subsidiary of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II ORGANIZATION

Section 2.01 Formation.

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

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

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

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

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

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

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

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

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

ARTICLE III UNITS

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

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

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

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

Section 3.04 Certification of Units.

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

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

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.05 Voting.

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

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

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

Section 4.06 Meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

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

Section 5.02 Additional Capital Contributions.

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

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

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

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

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

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

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

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

Section 6.03 Tax Advances.

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

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

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

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

ARTICLE VII MANAGEMENT

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

Section 7.02 Board Composition; Vacancies.

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

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

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

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

Section 7.04 Meetings.

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

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

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

Section 7.05 Quorum; Manner of Acting.

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

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

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

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

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

Section 7.07 Compensation; No Employment.

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

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

Section 7.08 Committees.

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

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

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

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

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

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

Section 7.11 Protective Provisions.

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

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

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

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

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

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

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

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

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

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.02 Permitted Transfers.

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

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

Section 8.03 Drag-along Rights.

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

(b) Sale of Units.

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

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

ARTICLE IX CONFIDENTIALITY

Section 9.01 Confidentiality.

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

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

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

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

ARTICLE X DISSOLUTION AND LIQUIDATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI EXCULPATION AND INDEMNIFICATION

Section 11.01 Exculpation of Covered Persons.

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

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

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

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

Section 11.02 Liabilities and Duties of Covered Persons.

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

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

Section 11.03 Indemnification.

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

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

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

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

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

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

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

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

ARTICLE XII MISCELLANEOUS

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

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

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

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

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

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

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

Section 12.06 Entire Agreement.

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

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

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

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

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

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

Section 12.12 Arbitration; Venue & Jurisdiction.

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

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

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

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

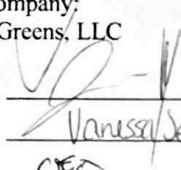
Section 12.15 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

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

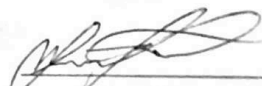
[Signature page follows]

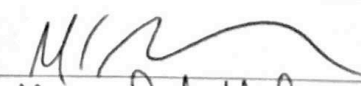
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:
Legal Greens, LLC

By: 
Name: Vanessa Jean-Baptiste
Title: CEO

The Members:

By: 
Name: Mark Bouquet
Title: COO

By: 
Name: Michael J. Moloney
Title: CFO

SCHEDULE A
MEMBERS SCHEDULE

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



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

mass.gov/dor

Letter ID: L1280115520
Notice Date: March 22, 2021
Case ID: 0-001-117-085



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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

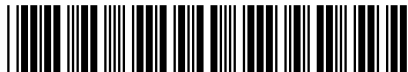
Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



337967107

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Legal Greens LLC
71 LEGION PKWY STE 25
BROCKTON, MA 02301-7298

EAN: 22171343
April 08, 2021

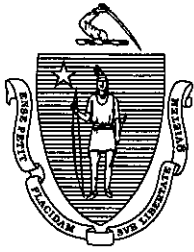
Certificate Id:46821

The Department of Unemployment Assistance certifies that as of 4/8/2021 ,Legal Greens LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

William Francis Galvin
Secretary of the
Commonwealth

April 16, 2021

TO WHOM IT MAY CONCERN:

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

LEGAL GREENS LLC

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

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

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

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001330381

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

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

2a. Location of its principal office:

No. and Street: 71 LEGION PARKWAY
SUITE 25

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

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

No. and Street: 71 LEGION PARKWAY
SUITE 25

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

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

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL PATRICK MALONEY

No. and Street: 71 LEGION PARKWAY
SUITE 25

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

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

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

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

MANAGER

MICHAEL PATRICK MALONEY

71 LEGION PARKWAY
BROCKTON, MA 02301 USA

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

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

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

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

9. Additional matters:

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

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

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

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

THE COMMONWEALTH OF MASSACHUSETTS

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

September 19, 2019 03:21 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

DeSanctis Insurance Agency, Inc.

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

100 Unicorn Park Drive
Woburn, Massachusetts 01801

October 16, 2019

RE: Legal Greens – Insurance Plan for all cannabis operations

To Whom it May Concern:

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

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

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

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

Thank you.

Sincerely,



Paul A. Patalano
Vice President / Account Executive

2021

LEGAL

GREENS

BUSINESS PLAN



EXECUTIVE OVERVIEW

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

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

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

The site plan is a tier 1, 3,000 sq. ft cultivation facility and a 1,500 sq. ft manufacturing facility. LG plans to open another retail facility in Boston, ultimately expanding our cultivation facility to 25,000 sq. ft. for canopy. Our fifth year we plan to open other marijuana facilities in different states, permitting recreational marijuana sales.

Marijuana's national average is going to be the center of Legal Greens' financial information as this industry in its infancy. Magazinegrasscity.com reported marijuana harvest 3-4 times per year profiting \$1.120 million per acre, for each 10,000 sq. ft. The marijuana retailer's national average is \$974/ per sq. ft. LG plans to operate \$850/ per sq. ft; for each 2,500 sq. ft dispensary opened. Each location will then generate approximately \$2.125 million per year. Legal Greens plans to expand the cultivation property to 30,000 sq. ft within the first four years of operation, projecting 5.4 million. Financial statements are subject to change depending the growth of the company.

Legal Greens has created a five-year plan. Having completing our 1st retail store in Brockton and pending retail HCA Boston. This year we will establish a cultivation facility in the city of Brockton; manufacturing flower and trim under tier 1 and manufacturing facility. We are also in the process of searching for a municipality for a Delivery HCA. In our second year we will expand our cultivation facility to tier two and the manufacturing facility; producing edibles, tinctures, soaps and oils as well as opening another dispensary in Boston, MA. Legal Greens' third and fourth year we will open a social consumption lounge; expand our cultivation facility to tier three and continuing to upgrade tiers the following years. As an economic empowerment applicant LG plans to create an avenue for other minority businesses seeking an opportunity in the marijuana industry. Under LG management, all

building plans will install energy efficient equipment, allowing for cleaner atmosphere. Within our fifth year LG plans to continue the same model in another state, permitting recreational sales.

Mission

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

Business Objectives

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

LEGAL GREENS TEAM

President, Vanessa Jean-Baptiste

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

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

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

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

Given the unique opportunity provided by the Commonwealth of Massachusetts' Social Equity Program, Vanessa has the chance to lead as a minority in the cannabis space.

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



Vice President, Michael Maloney

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

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

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



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

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

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

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

Executive Director, Mark Bouquet

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

As store manager for Walgreen's, Mark was responsible for overseeing and improving store sales, profitability, facility image through proper merchandising, protection of store assets, supervising employees, and modeling and delivering a distinctive and delightful customer experience. Mark was regarded as a thoughtful leader who was the model of customer experience acting as an innovative coach to his employees. All of his duties here will directly translate into the Legal Greens' highly regulated cannabis retail facility. Very specifically, his skills in product display, inventory management, merchandising, profitability reporting, and adherence to company policies will lend to the facility success.

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

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



Introduction

Legal Greens, LLC – Business Plan

Legal Greens, LLC, is a Massachusetts limited liability company established for the purpose of operating a cannabis cultivation and manufacturing facility in Brockton, Massachusetts. applying for licenses in the adult use cannabis market in Massachusetts. Our intention is to cultivate and manufacture high-quality cannabis and cannabis products for whole-sale to licensed retailers and other manufacturers for the adult-use. The adult use cannabis market in Massachusetts presents exciting opportunities to establish a first- in-class grow that can produce high-quality yields that meet the quality and safety standards of the Massachusetts Cannabis Control Commission (the “CCC”). We are excited to join the Brockton community and be part of revitalizing its proud heritage of manufacturing.

Business Goals/Mission Statement

Legal Greens is committed to growing and manufacturing the highest quality cannabis and cannabis infused products in a safe environment. We are excited to bring our experience in business, real estate and social justice / cannabis advocacy in Brockton, Massachusetts. Massachusetts was the first state in New England to legalize recreational cannabis. The demand for cannabis continues to grow and retail stores face shortages. There is a need for high-quality cultivation and manufacturing to meet this demand. Our decision to establish Legal Greens in Brockton is based on its ideal combination of location, available industrial buildings, population demographics, and growing market demand.

Executive Team

Our executive team brings many years of experience in business, real estate, and social justice / cannabis advocacy. The talent of the executive team will be invaluable in positioning Legal Greens, LLC business for success.

Vanessa Jean-Baptiste – President

Michael Maloney - Vice President

Mark Bouquet- Executive Director

Location

Massachusetts’ South Shore is an emerging hub for the cannabis industry. Brockton provides unparalleled access to major transportation crossroads with easy access to Route 24. There are many structurally sound former factory buildings that provide opportunities for adaptive reuse. The City of Brockton also offers a unique advantage because it operates the electric utility, reducing the cost of electricity. Cultivating cannabis indoors in an energy-intensive process. While our goal is to follow the highest energy efficiency standards, basing our business in Brockton will reduce our overall energy costs. We have secured a building at 73 Pleasant Street in Brockton. The building is a 20,000 square foot former used to constructions of mat, built in 1900. The building has a unique layout that will be well-suited to the varied spaces required for cannabis cultivation and manufacturing and associated support staff. There is space for cultivating, manufacturing, storage, and administrative offices.

By retrofitting the building at 73 Pleasant Street we will bypass the wasteful and expensive process of demolition and reconstruction. The required utilities and services are already connected and only need

modernization. This kind of adaptive reuse offers environmental benefits, energy savings, and the social advantage of repurposing a historic building.

Cultivation and Manufacturing

Cultivation

Cannabis production can be thought of as a production line and production lines are run with a high degree of organization. The organizational structure of the Cultivation Team is essential to ensuring the success of the Company as well as ensuring that the Company and all employees adhere to the state and municipal regulations in this highly regulated industry.

Growing a high-quality, safe product is our top goal. All employees working in cultivation will be trained in the standard IPM procedures for using living biological organisms to prevent and control fungal and insect pests. Only products (organisms) approved by the CCC and Massachusetts Department of Agriculture will be utilized. Such products include beneficial fungi, nematodes, bacteria and predatory insects as a first line of defense after sanitation procedures.

Extraction

The processing and extraction spaces will be separate from the overall cultivation spaces and, as with cultivation, be maintained at a high level of sanitation. All extraction equipment as well as processing and packaging equipment will be located in clearly designated spaces. Only personnel involved in these processes will be allowed into these spaces unless the Director of Cultivation approves.

The Company currently plans to produce products. Both Non-Solvent and Solvent concentrates will be produced, as permitted by 105 CMR 725.000A. The Company will manufacture the following cannabis concentrates:

1. Cannabis oil for vape pens, tinctures and topical applications.
2. Cannabis “wax” and “shatter” concentrates.
3. Edibles
4. Infused Pre-roll

Compliance with waste management procedures will allow the facility to accurately track and dispose of waste in accordance with state guidelines and helps prevent diversion of contaminated materials.

Market Research

Industry

Adult use recreational cannabis is a growing industry that has remained resilient in the face of challenges presented by the COVID-19 pandemic. The average consumer spends \$140 per visit and in 2020 legal cannabis sales surpassed \$1 billion in Massachusetts. Projections indicate that cannabis sales in the state of Massachusetts will surpass \$1.4 billion by 2025. For comparison, Colorado has recorded \$1.7 billion in cannabis sales. Massachusetts’ population is 30% higher than Colorado, suggesting it is possible for the Commonwealth to surpass \$1.7 billion. Prior to the COVID-19 shutdown recreational sales were up 200% compared to the same time period in 2019, confirming growing demand.

Demand is projected to increase over time. Currently, recreational stores frequently experience product shortages and sometimes place limits on the quantity customers can purchase to avoid depleting their inventory. As of July 2021, Massachusetts has over 130 recreational dispensaries and under 50 active adult use cultivators with retail license. This demonstrates the need to rebalance the supply to meet growing demand from dispensaries.

Customers

Legal Greens will sell product to marijuana retailers within the state. There are a significant number of retailers that the Company will approach regarding fulfillment of such retailers' needs.

Competitors

The primary competitors for cultivation and manufacture of extracts are Cureleaf, InGoodHealth, and NovaFarms.

Competitive Edge

Legal Greens' competitive advantage is our commitment to a high-quality product produced in a first-in-class facility that can meet the growing demand from the adult use cannabis market. We believe that as cultivation of cannabis expands, focusing on high product quality will reduce downward pressure on price. Our goal is to grow proven, high-quality strains that are always in demand.

Another component of our competitive edge is our location. Brockton conveys a strategic advantage for distributing our product to our customers efficiently. We are also applying for a Tier 1 license to grow up to 5,000 square feet of product, suppling strictly to our retail store in Brockton. This will give us the ability to meet our customer's demand for flower as well as the extract products that we will manufacture on site.

Timeline

There are four stage in the timeline to update the building for cultivation and bring the first harvest to market. Below, a timeline of major milestones.

Stage	Milestone	Time	Target Completion Date
Stage 1	Finalize building plans	complete	Aug 2021
Stage 2	Build-out	6 months	March 2022
Stage 3	Fit-up	3 months	June 2022
Stage 4	First Crop	3 months	Sept 2022

Community Initiatives, Community Impact and Diverse Populations

The Company is dedicated to serving and supporting the community of Brockton as well as the communities that fall within areas of disproportionate impacts as defined by the CCC. It has established a comprehensive Social Impact Plan. As part of its Social Impact Plan, the Company has established the goal that at least 30% of its work force will be comprised of individuals meeting one or more of the following criteria:

- o Past or present resident of the City of Brockton and other “areas of disproportionate impact,” in particular, those geographic areas of disproportionate impact proximate to or abutting the City of Brockton
- o Designated by the Cannabis Control Commission (“CCC”) as Social Equity Program participants;
- o Massachusetts resident who have past drug convictions; and
- o Massachusetts residents with parent or spouses who have drug convictions.

The Company has developed a comprehensive Diversity Plan and is committed to hiring employees and sourcing vendors and services from the local community. In addition, the Company will promote equity in its operations for diverse populations, including, minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations by establishing certain goals and programs to support those goals, which are detailed in its Diversity Plan.

The Company will work with local career training facilities in Brockton and post open positions in local newspapers, social media, and bilingual media in order to meet the goals identified in its Social Impact and Diversity Plans.

The Company’s Personnel Plan has been designed to support its Social Impact and Diversity Plans. The Company is an equal opportunity employer and seeks to promote equity in its operations to diverse populations. The Company will comply with all federal, state and local employment laws regarding wage-hour, benefits, paid and paid time off, leaves, and disability and religious accommodations. The Company will offer a competitive benefits package and invest in the training, development and promotion of its employees. The Company’s personnel policies will also seek to prevent unlawful discrimination and harassment. The Company will employ a comprehensive background check policy to ensure compliance with the adult-use cannabis regulations while supporting social equity program participants.

Security

The Company will have a robust internal security department on-site and will contract with an alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community. The Company’s state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised. Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the City of Brockton Police Department as well as the CCC, upon request. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the

Company's facility and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times. Only the Company's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained. All agents and visitors will be required to visibly display an ID badge, and the Company will maintain a current list of individuals with access.

Operating Policies and Procedures

The Company is committed to compliance with all applicable laws and regulations governing the cultivation and manufacture of cannabis and cannabis products for adult-use. In furtherance thereof, the Company has prepared the following operating plans which

contemplate the adoption of detailed policies and procedures to implement each plan following receipt of a provisional license from the Commission. The Company has prepared the following plans in connection with the submission of its application to the Commission:

- • Personnel Plan and Background Checks.
- • Energy Compliance Plan
- • Cultivation Plan
- • Manufacturing Methods Plan
- • Prevention of Diversion Plan
- • Restricting Access to Age 21 and Older Plan
- • Security Plan
- • Storage of Marijuana Plan
- • Transportation of Marijuana Plan
- • Qualifications and Training Plan
- • Maintaining Financial Records Plan
- • Recordkeeping Plan
- • Diversity Plan
- • Positive Impact Plan

SEED-TO-SALE TRACKING

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

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

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

Leaflogic prevents staff from breaking the rules or making operational missteps that violate local and state regulations. Leaflogic includes an Age Verification Scanner in order to prevent underage sales

and to verify information with ID barcode scanners. Leaflogic also includes will have Purchase Limits Alerting where it automatically calculated product equivalencies to violate state regulations. If it is violated, it will alert the staff if limits have been exceeded. Finally, Leaflogic's software makes it impossible to serve patrons after the allowed hours of operation. This will ensure that Legal Greens complies with the authorized hours of operation.

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

Compliance

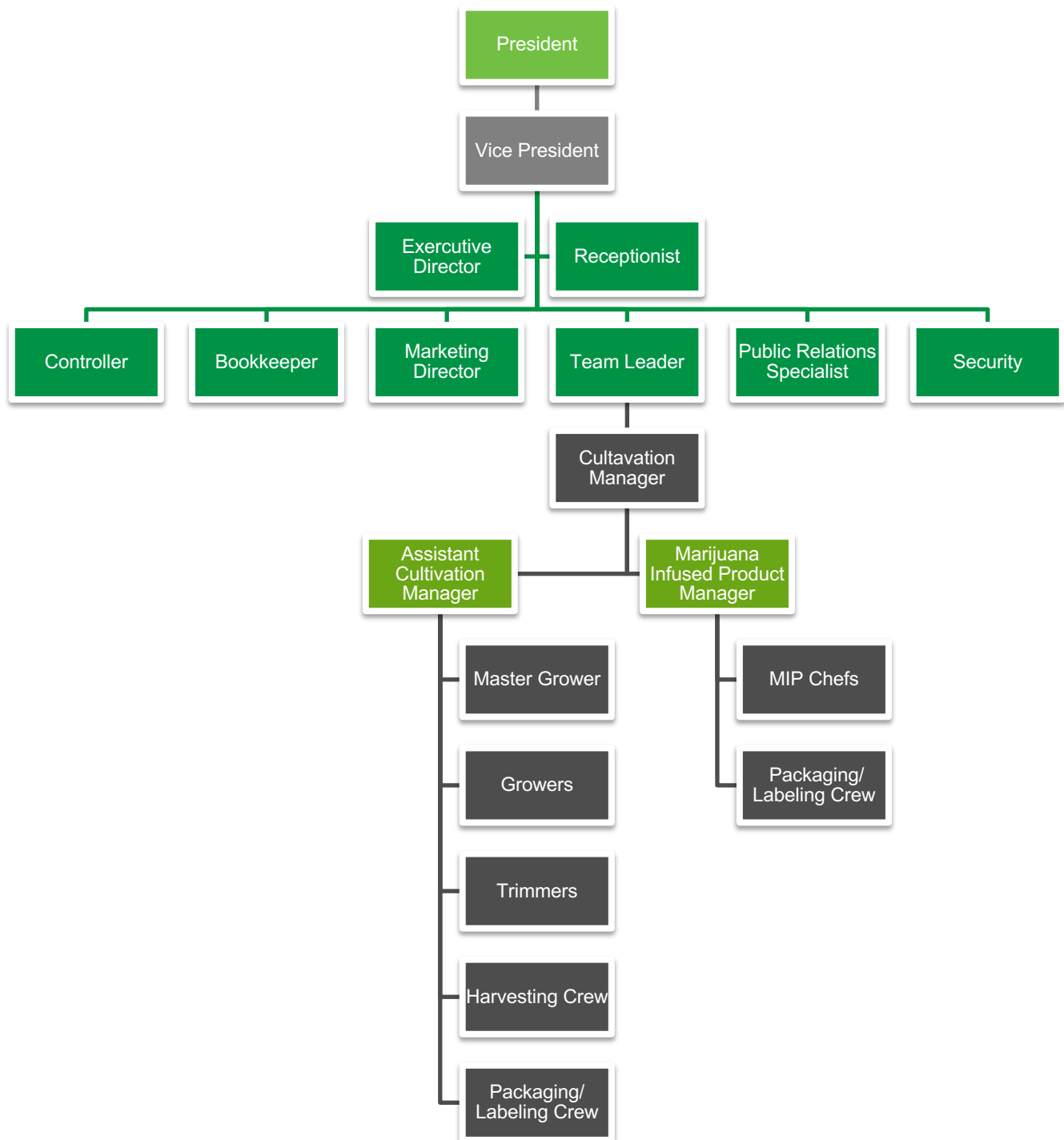
The Massachusetts Cannabis Control Commission has outlined a number of regulations that will need to be adhered to by the company and our employees. Our legal team have looked at these regulations and together we have composed a list of compliance checklist and company guidelines to ensure all our employees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

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

<u>Light Management Equipment</u>		<u>Brand & Link</u>	<u>Unit of measure</u>	<u>Est. cost per uni</u>	<u>Units</u>	<u>Total</u>
HPS Lights		Gavita	EA	\$300	350	\$105,000
LED	x	Fluence	EA	\$1,200	350	\$420,000
T5 Lights	x	Envirogrow 8 light Flo	EA	\$191	240	\$45,840
Blackout curtains		Blackout curtain refer	EA	\$50,000	1	\$50,000
Total Light Management Equipment =						\$465,840
<u>Climate Control Automation</u>		<u>Brand & Link</u>	<u>Unit of measure</u>	<u>Est. cost per uni</u>	<u>Units</u>	<u>Total</u>
Climate Automation Hardware		iGrow 1800	EA	\$5,000	1	\$5,000
Systems control software		Linkconn 1000 series	EA	\$1,599	1	\$1,599
Solar light sensor	x	Link4 solar light sens	EA	\$319	2	\$638
Temp and humidity guage	x	Link4 temp and humi	EA	\$349	2	\$698
Contractor Panel		Link4 contractor pane	EA	\$969	1	\$969
Vent and motor controler		Link4 iDrive 300 motc	EA	\$539	4	\$2,156
Total Climate Control Automation =						\$1,336
<u>Irrigation Equipment</u>		<u>Brand and Link</u>	<u>UOM</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
Drip Irrigation System	x	12 Outlet Manifold Dr	Linear Foot	\$5	13,000	\$65,000
Water Cistem	x	20,000 gallon cistem	EA	\$20,000	3	\$60,000
PVC for Drip irrigation	x	1" x 5' PVC pipe	EA	\$4	1,040	\$3,650
Drip Irrigation Installation	x		Square Feet	\$1	26,000	\$26,000
Reverse Osmosis Machine	x	US Waters 20,000 GI	EA	\$28,380	1	\$28,380
Fertigation Machine	x		EA	\$25,000	1	\$25,000
Installation	x		EA	\$20,000	1	\$20,000
Irrigation Total =						\$228,030
<u>Soil Cultivation Equipment</u>		<u>Brand and Link</u>	<u>UOM</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
Rolling Racks	x	Custom Built 5x5 rais	EA	\$300	813	\$243,750
Trellis netting	x	Agtec 60" x 328' trelli	EA	\$50	16	\$800
Soil	x	Living Soil	Cubic Yard	\$350	1,924	\$673,400
Soil Cultivation Equipment Total =						\$917,950
<u>Security Equipment</u>		<u>Brand and Link</u>	<u>UOM</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
Hardware	x		EA	\$120,000	1	\$120,000
Software	x		EA	\$20,000	1	\$20,000
	x				0	\$0
						\$0
Security Equipment Total						\$140,000
<u>Building Shell Construction</u>		<u>Brand and Link</u>	<u>UOM</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
Hardware	x		EA	\$150	100,000	\$15,000,000
Security Equipment Total						\$15,000,000
Total =						\$3,257,156

Projected Revenue

Cultivation Assumptions							
	UOM	2019	2020	2021	2022	2023	2024
Cultivation Capacity							
Cultivation Area - Flower	(sq ft)		20000	30000	40000	50000	50000
Cultivation Area - Veg	(sq ft)		6000	9000	12000	15000	15000
Total Cultivation Area	(sq ft)		26000	39000	52000	65000	65000
Flower Yield per sq ft	(g / sq ft)		33	33	33	33	33
Trim Yield per sq ft	(g)	8%	3	3	3	3	3
Total flower yield per harvest	(lb)		1457	2185	2914	3642	3642
Total trim yield per harvest	(lb)		117	175	233	291	291
Annual harvests	(#)		2	5	5.5	5.5	5.5
Total yearly flower production	(lb)		2914	10927	16026	20033	20033
Total yearly trim production	(lb)		233	874	1282	1603	1603
Cultivation Direct Costs							
Electricity	(\$ / lb)		\$150	\$150	\$150	\$150	\$150
Soil	(\$ / lb)		\$175	\$175	\$175	\$175	\$175
Water	(\$ / lb)		\$60	\$60	\$60	\$60	\$60
Seeds	(\$ / lb)		\$32	\$32	\$32	\$32	\$32
Nutrients	(\$ / lb)		\$100	\$100	\$100	\$100	\$100
Total Cost per pound	(\$ / lb)		\$517	\$517	\$517	\$517	\$517
Total Cultivation Direct Costs			\$1,506,490	\$5,649,338	\$8,285,695	\$10,357,119	\$10,357,119

HUMAN RESOURCES**Organizational Chart**

President

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

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

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

Vice President

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

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

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

Executive Director

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

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

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

Controller

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

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

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

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

Bookkeeper

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

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

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

Marketing Director

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

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

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

Public Relations Specialist

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

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

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

Team Leader

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

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

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

Security

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

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

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

Cultivation Manager

Duties: The Cultivation Manager is in direct control over the Marijuana Infused Products (MIP) Manager and Assistant Cultivation Manager. The CM works closely with managers to make sure day-to-day operations run smoothly.

Accountabilities: This CM will be held accountable for making sure that department managers always comply and grow facilities are operating properly. Review online bulk orders and ensure manifest is generated, order is fulfilled and sent to Delivery Manager for delivery.

Affiliation: This CM reports to Team Leader but also communications with dispensary store managers for feedback about products and needs of the customers, and the Delivery Manager for scheduling deliveries.

Assistant Cultivation Manager

Duties: The Assistant Cultivation has full control over the cultivation of the plants from seed to harvest. The ACM ensures plants are in best possible condition. The ACM makes sure the plants are fed on time, and given proper nutrients on time, pH levels are in check, lights are in working order, water is stabilized, soil is always tested, checklist for timers to go on and off, the whole cultivation operation is under the direct control of the Assistant Cultivation Manager.

Accountabilities: The Assistant Cultivation Manager is responsible for all marijuana within the cultivation operation from seed to sale, it is also the ACM responsibilities to ensure all inventory and all life cycles are accounted for, finished product is packaged and sent to correct locations and are safe for all customers to consume. The ACM will be held accountable for ensuring the cultivation operations cleanliness, production, maintenance and always stays efficient and compliant.

Affiliation: The Assistant Cultivation Manager reports to the cultivation manager and ensures everything is on track with in the cultivation operations and all the employees are operating by the rules.

MIP Manager

Duties: The MIP Manager oversees production of infused products within a commercial setting of the cultivation facility. MIP Manager must ensure safe cooking and preparation practices, are also accounted for inventory items used in the production of each individual. The MIP Manager will produce recipes, formulas and follow operating procedures for each part of the MIP manufacturing process. MIP

Manager will solicit input from Dispensary Managers, Marketing Director and Executive Management to continue to produce great tasting products to increase the revenue within the company.

Accountabilities: The MIP Manager is held accountable for ensuring products are prepared and packaged are safe and available to customers. MIP will work with contracted quality assurance and laboratory consultants to ensure all products are produced in a hygienic manner and will have samples tested for bacteria, heavy metals, pesticides, THC. The MIP Manager will observe all labeling and packaging laws and provide nutrition information on all products. The MIP manager oversees package & labeling crew, and ensures health and safety, as well as compliance always.

Affiliation: The MIP Manager reports to the Assistant Cultivation Manager; Kitchen Chefs reports directly with MIP Manager. They will also provide records to the Bookkeeper to ensure all inventory is accounted for. They will work with compliance officials to ensure all inventory is accounted for, and to ensure labels are commercially acceptable and comply.

Delivery Manager

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

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

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

Drivers

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

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

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

Master Grower

Duties: The Master Grower is directly in charge of the plants within the cultivation operation facility. The Master Grower works under the Assistant Cultivation Manager to ensure all processes and procedures are followed and all plants in the various cycles are healthy. The master grower oversees and manages the plant cycles, individual strains, potency, efficiency and health. The Master Grower will work directly with Growers, Trimmers and the Harvesting Crew to teach them all proper techniques, processes and procedures and ensures the operation will run smoothly.

Accountabilities: The Master Grower will be held accountable for the safety, health and cleanliness and inventory of all the plants in the facility. It is the Master Grower's responsibility to ensure pH levels of water are correct, proper dosage of nutrients given/ soil/temperature/humidity levels are in order, equipment is functioning properly. The MG is to ensure that all the Trimmers, Growers, and Harvesting Crews are performing in an effective manner and following all techniques processes and procedures shown to them to ensure consistent feeding, manicuring and harvesting is done to all plants and all cycles in order to maximize yields.

Affiliation: The Master Grower works directly under the Assistant Cultivation Manager and reports to the Team Leader and Executive Director; all Growers, Trimmers and Harvesting Crews working directly under the Master Grower.

Growers

Duties: Growers will work with the Master Grower on tending to the marijuana plants throughout the various life cycles. Growers will learn from the Master Grower about various growing cycles, and nutrients tables, different light spectrums, and all the other areas of marijuana cultivation and implement what they learn in their daily activities.

Accountabilities: Grower are held accountable for tending to the plants daily by watering, monitoring, replacing soil levels and rotating plants throughout the different rooms to account for various life cycles. Growers are always also held accountable for maintaining cleanliness of all the rooms and cultivation areas.

Affiliation: Growers report directly to the Master Grower and Assistant Cultivation Manager.

Trimmers

Duties: Trimmers are cultivation employees trained to cut, shape, and maximize plant growth by removing excess leaves outside of the light canopy that are nonproductive elements and are unnecessary to the plant's growth. They trim excess leaves and stalks and then inventory them to make sure all parts of the plants are accounted for.

Accountabilities: Trimmers are responsible for removing all nonproductive leaves, any sort of growth that appears in the potted soil and shaping the plants to maximize efficiency in nutrient uptake and light absorption. They are also held accountable for packaging the excess remains whether its use for production of edibles or destroyed.

Affiliation: Trimmers coordinates with the Harvesting Crew as to the plant's readiness for trimming, cutting, and placement into the drying/curing areas within the cultivation facility. The Trimmers directly report to the Master Grower and Assistant Cultivation Manager.

Harvesting Crew

Duties: The Harvesting Crew are train employees who move the plants into a harvest room for harvesting buds off the matured plants. They are also responsible for the physical inventory by matching each plants' RFID tag or any other identifying mark to an inventory sheet produced by seed to

sale software. The Harvesting Crew also ensures harvested product is labeled for the drying/curing rooms and that all plant material is weighed and entered into the tracking database.

Accountabilities: The Harvesting Crew will be held accountable for the removal of all buds from the female plant ensuring that the buds aren't damaged and keeping identical strains together on specific drying racks.

Affiliation: The Harvesting Crew reports directly to the Master Grower and Assistant Cultivation Manager, who is present for every harvest. If the Assistant Cultivation Manager is not there a team leader and or an executive director will be present to ensure proper counts and weighing of the final product. Security will also work with the Harvesting Crew to make sure all product is recorded and documented and safely transported to drying/curing rooms as well as a final location.

Receptionist

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

Accountabilities: The Receptionist will be held accountable for ensuring that all visitors.

Affiliation: The Receptionist reports directly to the Store Manager and works alongside the Security Officer will ensure all visitors are properly checked in.

RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

Acceptable forms of valid (unexpired) identification:

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

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

MAINTAINING OF FINANCIAL RECORDS

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

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

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

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

If payments are made in cash, managers will deposited the cash into a drop slot safe. The money will be removed from the safe and counted daily in a locked room. Access to the drop slot safe will be limited. A manger and an employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a passcode.

1. Sales and Cash Management
 - a. Print Register Reports out of METRC and Leaf Logix **secondary** to balance all sales each shift change.
 - b. Reconcile daily cash, checks, and gift card amounts to Register Reports
 - c. Put bagged cash, checks, gift cards and their associated Register Reports in safe
2. Daily Sales Reporting
 - a. The Facility Manager is responsible for daily sales reporting
 - b. Reconcile daily cash, checks and gift card amounts to the Register Reports to validate previous night's closing activities
 - c. Print day's Revenue Report, Deposit Report, and Sales by Category Report from METRC and Leaf Logix
- d. Daily Sales Template (Excel Spreadsheet)
 - i. Enter sales by revenue categories from Metrc and Leaf Logix Revenue Report
 - ii. Enter sales tax calculations from Metrc and Leaf Logix Revenue Report
 - iii. Enter Cost of Goods Sold by revenue categories from Metrc and Leaf Logix Sales by Category Report
 - iv. Enter Credit Card, Drawer Cash, and Gift Card transactions from the Deposit Report (report any over/under cash amounts)
 - v. Save completed Daily Sales Template, by date, to Company Name shared drive, Daily Reports
- d. Utilizing the Daily Sales Report Spreadsheet, make daily journal entry into QuickBooks

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

MARIJUANA ESTABLISHMENT BOARD AND EXECUTIVES

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

1 BACKGROUND CHECKS

1.1 REGISTRATION OF MARIJUANA ESTABLISHMENT AGENTS

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

All individuals will:

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

1.2 QUALIFICATIONS FOR RETAIL

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

1.3 APPLICATION FOR MARIJUANA ESTABLISHMENT AGENTS

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

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

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

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

1.4 DENIAL OF A REGISTRATION CARD

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

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

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

2 EMPLOYEE TERMINATION OR RESIGNATION

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

3 CARRYING THE REGISTRATION CARD

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

4 REVOCATION OF A MARIJUANA ESTABLISHMENT AGENT REGISTRATION CARD

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

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

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

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

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

5 RESPONSIBLE VENDOR TRAINING

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

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

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

5.1 CERTIFICATION TRAINING CLASS CORE CURRICULUM

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

- a. Discussion concerning marijuana's effect on the human body. Training will include:
 - i. Marijuana's physical effects based on type of marijuana product;
 - ii. The amount of time to feel impairment;
 - iii. Visible signs of impairment; and
 - iv. Recognizing the signs of impairment.
- b. Diversion prevention and prevention of sales to minors, including best practices;
- c. Compliance with all tracking requirements; and
- d. Acceptable forms of identification. Training will include:
 - i. How to check identification;
 - ii. Spotting false identification;
 - iii. Medical registration cards issued by the DPH;
 - iv. Provisions for confiscating fraudulent identifications; and
 - v. Common mistakes made in verification.

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

6 NEW EMPLOYEE ONBOARDING

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

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

6.1 RECRUITING STRATEGY

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

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

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

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

7 EMPLOYEE BADGES

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

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

8 COMPENSATION PACKAGE

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

9 EMPLOYEE CLASSIFICATION

At Legal Greens, LLC employees are classified as follows:

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

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

10 TIME KEEPING

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

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



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

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

10.1 OVERTIME

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

11 PAYDAY

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

11.1 PAYCHECK DEDUCTIONS

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

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

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

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

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

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

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

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

11.2 DIRECT DEPOSIT

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

11.3 REPORTING TIME PAY

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

12 POLICY: EMPLOYEE TERMINATION

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

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

13 POLICY: DRUG AND ALCOHOL-FREE WORK PLACE

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

14 POLICY: DIVERSITY

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

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

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

15 POLICY: ANTI-HARASSMENT

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

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

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

16 POLICY: PHYSICAL ALTERCATION

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

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

17 POLICY: WEAPON INCIDENT

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

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

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

18 POLICY: EMPLOYEE FIREARM POLICY

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

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

RECORD KEEPING PROCEDURES

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

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

11. All records are stored indefinitely beside video surveillance (stored 90 days unless there is an ongoing investigation). This includes marijuana testing reports received from Independent Testing Laboratories.
12. Legal Greens will maintain a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
13. Our agents are assigned permission, based on job role, to access and modify certain parts of the inventory control system. All actions performed by these agents are recorded in the system. All of our inventory records will be stored in both our inventory control system and METRC.

1.1 INVENTORY RECORDS

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

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

1.2 MANDATED MONTHLY INVENTORIES

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

1.3 COMPREHENSIVE ANNUAL INVENTORY

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

2 CORI RECORDS

CORI backgrounds check records are maintained in the following manner:

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

Legal Greens, LLC – Energy Compliance Plan

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

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

This Plan may be amended or modified once the design and building out of the Company’s facility located at 75 Pleasant Street Brockton, Ma (the “facility”) is complete or in response to changes in the Regulations or specific requests from the Commission or other agency.

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

SUMMARY

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

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

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

- • lighting schedules, active load management and energy storage programs
- • utilization of an open concept with windows allowing natural lighting during daytime

and using motion sensors on lighting in less utilized areas as well as day/night sensors on exterior lighting.

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

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

- The Company will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable

approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2).

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

- o The building envelope for the Company's facility located at 75 Pleasant Street Brockton, MA 02301, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

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

- o Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

- o The Company will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).

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

QUALIFICATIONS AND EMPLOYEE TRAINING

JOB DESCRIPTIONS

1.1 PRESIDENT

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

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

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

1.2 VICE PRESIDENT

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

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

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

1.3 EXECUTIVE DIRECTOR

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

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

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

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1.4 CONTROLLER

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

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

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

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

1.5 BOOKKEEPER

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

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

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

1.6 MARKETING DIRECTOR

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

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

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

1.7 PUBLIC RELATIONS SPECIALIST

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

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

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

1.8 SECURITY

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

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

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

1.9 CULTIVATION MANAGER

Duties: The Cultivation Manager is in direct control over the Marijuana Infused Products (MIP) Manager and Assistant Cultivation Manager. The CM works closely with managers to make sure day-to-day operations run smoothly.

Accountabilities: This CM will be held accountable for making sure that department managers always comply and grow facilities are operating properly. Review online bulk orders and ensure manifest is generated, order is fulfilled and sent to Delivery Manager for delivery.

Affiliation: This CM reports to Team Leader but also communications with dispensary store managers for feedback about products and needs of the customers, and the Delivery Manager for scheduling

1.10 MASTER GROWER

Duties: The Master Grower is directly in charge of the plants within the cultivation operation facility. The Master Grower works under the Assistant Cultivation Manager to ensure all processes and procedures are followed and all plants in the various cycles are healthy. The master grower oversees and manages the plant cycles, individual strains, potency, efficiency and health. The Master Grower will work directly with Growers, Trimmers and the Harvesting Crew to teach them all proper techniques, processes and procedures and ensures the operation will run smoothly.

Accountabilities: The Master Grower will be held accountable for the safety, health and cleanliness and inventory of all the plants in the facility. It is the Master Grower's responsibility to ensure pH levels of water are correct, proper dosage of nutrients given/ soil/temperature/humidity levels are in order, equipment is functioning properly. The MG is to ensure that all the Trimmers, Growers, and Harvesting Crews are performing in an effective manner and following all techniques processes and procedures

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shown to them to ensure consistent feeding, manicuring and harvesting is done to all plants and all cycles in order to maximize yields.

Affiliation: The Master Grower works directly under the Assistant Cultivation Manager and reports to the Team Leader and Executive Director; all Growers, Trimmers and Harvesting Crews working directly under the Master Grower.

1.11 GROWERS

Duties: Growers will work with the Master Grower on tending to the marijuana plants throughout the various life cycles. Growers will learn from the Master Grower about various growing cycles, and nutrients tables, different light spectrums, and all the other areas of marijuana cultivation and implement what they learn in their daily activities.

Accountabilities: Grower are held accountable for tending to the plants daily by watering, monitoring, replacing soil levels and rotating plants throughout the different rooms to account for various life cycles. Growers are always also held accountable for maintaining cleanliness of all the rooms and cultivation areas.

Affiliation: Growers report directly to the Master Grower and Assistant Cultivation Manager.

1.12 TRIMMERS

Duties: Trimmers are cultivation employees trained to cut, shape, and maximize plant growth by removing excess leaves outside of the light canopy that are nonproductive elements and are unnecessary to the plant's growth. They trim excess leaves and stalks and then inventory them to make sure all parts of the plants are accounted for.

Accountabilities: Trimmers are responsible for removing all nonproductive leaves, any sort of growth that appears in the potted soil and shaping the plants to maximize efficiency in nutrient uptake and light absorption. They are also held accountable for packaging the excess remains whether its use for production of edibles or destroyed.

Affiliation: Trimmers coordinates with the Harvesting Crew as to the plant's readiness for trimming, cutting, and placement into the drying/curing areas within the cultivation facility. The Trimmers directly report to the Master Grower and Assistant Cultivation Manager.

1.13 HARVESTING CREW

Duties: The Harvesting Crew are train employees who move the plants into a harvest room for harvesting buds off the matured plants. They are also responsible for the physical inventory by matching each plants' RFID tag or any other identifying mark to an inventory sheet produced by seed to sale software. The Harvesting Crew also ensures harvested product is labeled for the drying/curing rooms and that all plant material is weighed and entered into the tracking database.

Accountabilities: The Harvesting Crew will be held accountable for the removal of all buds from the female plant ensuring that the buds aren't damaged and keeping identical strains together on specific drying racks.

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Affiliation: The Harvesting Crew reports directly to the Master Grower and Assistant Cultivation Manager, who is present for every harvest. If the Assistant Cultivation Manager is not there a team leader and or an executive director will be present to ensure proper counts and weighing of the final product. Security will also work with the Harvesting Crew to make sure all product is recorded and documented and safely transported to drying/curing rooms as well as a final location.

1.14 MIP MANAGER

Duties: The MIP Manager oversees production of infused products within a commercial setting of the cultivation facility. MIP Manager must ensure safe cooking and preparation practices, are also accounted for inventory items used in the production of each individual. The MIP Manager will produce recipes, formulas and follow operating procedures for each part of the MIP manufacturing process. MIP Manager will solicit input from Dispensary Managers, Marketing Director and Executive Management to continue to produce great tasting products to increase the revenue within the company.

Accountabilities: The MIP Manager is held accountable for ensuring products are prepare and packaged are safe and available to customers. MIP will work with contracted quality assurance and laboratory consultants to ensure all products are produced in a hygienic manner and will have samples tested for bacteria, heavy metals, pesticides, THC. The MIP Manager will observe all labeling and packaging laws and provide nutrition information on all products. The MIP manager overseas package & labeling crew, and ensures health and safety, as well as compliance always.

Affiliation: The MIP Manager reports to the Assistant Cultivation Manager; Kitchen Chefs reports directly with MIP Manager. They will also provide records to the Bookkeeper to ensure all inventory is accounted for. They will work with compliance officials to ensure all inventory is accounted for, and to ensure labels are commercially acceptable and comply.

1.15 MIP CHEF

Duties: MIP Chefs are responsible for the day-to-day preparations of marijuana products by following the recipes and formulas prepared by the MIP Manager. MIP Chefs will cook, package, label and inventory all the MIPs as well as ensure the commercial kitchen is properly cleaned at the end of every day in order to avoid any sort of bacteria entering the cooking process.

Accountabilities: MIP Chefs will be held accountable for both storing and inventorying ingredients within the kitchen as well as preparing the necessary MIPs for sale. It is the MIP Chef's responsibility to ensure that the kitchen is kept clean and free of anything that could contaminate the MIP.

Affiliation: MIP Chefs report to the MIP Manager and will occasionally interface with vendors when specific products are received.

1.16 PACKAGE & LABEL CREW

Duties: Package and Labeling Crew are part time employees brought in to measure, weigh, portion and vacuum seal all finished product. Their job is to weigh all edibles and flower into predetermined amounts and run it through a vacuum sealer or other packaging machine to close the product ensuring no contaminates or air leaks in, maximizing freshness and safety. They also produce a label for each finished product showing batch, weight, type of product, strain, expiration date and any other wording

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and or marking required by regulations. They work with the Cultivation Manager to ensure all flower and edibles labeling/packaging is always within the government requirements and compliant.

Accountabilities: Packaging & Labeling Crew employees are responsible for weighing, measuring, proportioning, packaging and labeling all matured flower and finished edibles ready to go out for wholesale or sale within our dispensaries. They are also responsible for ensuring proper inventory is input into the seed to sale tracking software. They attach final tags of the product and check to make sure that there are not any discrepancies in weight. P&L are also responsible for ensuring all package marijuana and MIP 's is traceable back to that particular grow and from what seed/clones they were grown from. They are also responsible for ordering any necessary expense items through the Assistant Cultivation Manager.

Affiliation: Package & Labeling crew report directly to the Assistant Cultivation Manager and MIP Managers depending on what they are brought in for. They also work alongside the Assistant Cultivation Manager and MIP Manager in doing weights/labeling to ensure compliance.

1.17 DELIVERY MANAGER

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

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

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

1.18 DRIVERS

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

Accountabilities: Drivers are responsible for following the manifest given to them when going to a delivery, the safekeeping of all inventory in locked safes with in the vehicle, for bagging cash as

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received and providing manifest of the cash collected. They are also responsible for reporting failed or unaccepted deliveries.

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

1.19 RECEPTIONIST

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

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

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

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2 EMPLOYEE TRAINING

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

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

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

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

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

2.1 QUALIFICATIONS FOR CULTIVATION

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

2.2 NEW HIRE TRAINING

Legal Greens shall implement a training program to ensure that all personnel present at the premises are provided information and training and complete the Responsible Vendor Program within 90 days of

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being hired. Responsible Vendor Program documentation must be retained for four (4) years complying with the 935 CMR 500.105(2)

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

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

2.3 FORMALIZED STAFF TRAINING

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

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

2.4 ONE ON ONE TRAINING

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

- **Quiz staff:** Ask staff a series of increasingly complicated questions. Do your best to ensure staff can be successful when being quizzed. Do not make this a gotcha moment. Remember is staff can't pass your quiz it is because you didn't do a good job training them.
- **Role playing:** This is a good; though often awkward training method. We want to see staff articulate information back to us, but understand we did not hire them to be actors. Do not focus on unnatural delivery that is so common with forced scenarios. Keep the focus on knowledge and their grasp of the information.

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- **Observation training:** There are two ways for this to work; one where staff watches the instructor with a real client and one where the supervisor watches staff. In the first case, I strongly encourage staff to try to stand close and pay attention when I am working with clients. Few things can provide better training than close observation of an expert about their task. Supervisors also have to make sure to make close observation of staff as they perform their duties. Make notes, constructively correct, or give praise as needed. Staff will almost always perform better when watched.

2.5 PEER TO PEER TRAINING

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

2.6 TRAINING AREAS

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

- Security policies
The cultivation process best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.
- all phases of the cultivation, processing, and packaging of marijuana, and take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.
- Visitor policies and procedures
- Relevant local and State laws and regulations;
- Knowledge on cannabis treatments and
- The appropriate uses of medical and adult use cannabis to treat those conditions.

2.6.1 Ensuring Mastery of Content

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

2.7 CULTIVATION TRAINING

The Cultivation Manager will be provided with an Operator's Manual on best practices cultivation techniques. In addition, to the operator's manual, the master grower will remain current with cultivation best practices. This will be through webinars, conferences, online training, and through cultivator networks.

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- Commercial plant cultivation guidelines including nutrient requirements, grow mediums (or lack thereof), light requirements, temperature control, air flow, etc.
- References to plant diseases, insects, and fungi, as well as plant treatment options
- Facility maintenance schedule
- Data and production tracking
- Inventory control processes

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

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

2.8 IN-PERSON TRAINING

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

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

Procedure	Description
Legal	We will distribute a worksheet regarding the state of the law as well as include a section in our manual and SOP's addressing the law, compliance, and law enforcement interaction.
Processing and Storage	This will outline the procedures regarding how medicine will be received, handled, and stored safely.
Accounting and Cash Procedures	This will include training on the Point of Sale, how to manage cash, accounting, and banking procedures.
Inventory Control Plan	Will spell out how Legal Greens will address inventory and includes protocols to ensure operational consistency and proper compliance with the state rules.
Emergency Procedures	Will provide the specific protocols in case of medical, police or other emergencies to ensure rapid response involving the appropriate personnel and/or outside authorities.

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Security	Customer, worker, and neighborhood security are our highest priority. As discussed more fully in our Security Plan, we institute state-of-the-art security procedures to take advantage of the security industry's best practices and most up-to-date technology. This will ensure that our Provisioning Center facility operates at the highest level of legal compliance and security preparedness
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2.9 CONTINUING EDUCATION

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

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

2.10 SAFETY TRAINING – WORKPLACE SAFETY AND ACCIDENT PREVENTION

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

2.11 CODE OF SAFE WORK PRACTICES

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

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

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

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

QUALITY CONTROL AND TESTING

1. Legal Greens, LLC will operate all phases of the cultivation, processing, and packaging of marijuana, and take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.
2. Legal Greens, LLC will also sell or otherwise transferring marijuana to another Marijuana Establishment will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160.
3. Application of pesticides will be performed in compliance with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.
4. Legal Greens, LLC will sell or otherwise transfer marijuana to another Marijuana Establishment will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160.
5. Legal Greens, LLC will label marijuana with the word “organic” only if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205;
6. Soil for cultivation will meet federal standards identified by the Commission;
7. The cultivation process will use best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.
8. Any application of plant nutrient to land used for the cultivation of marijuana will comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns.
9. Legal Greens, LLC will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). The company will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. The company will be subject to the following minimum energy efficiency and equipment standards:
10. The building envelope for all facilities, except greenhouses, must meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

11. The Lighting Power Densities (LPD) for cultivation space must not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
12. Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
13. Safety protocols must be established and documented to protect workers and consumers (e.g., eye protection near operating grow light).
(e) Requirements 935 CMR 500.120(11)(b) and (c) will not be require indoor marijuana cultivator is generating 100% or more of the onsite load from an onsite clean or renewable resource.
14. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.
15. In addition to the written operating policies required under 935 CMR 500.105(1), Legal Greens, LLC will maintain written policies and procedures for the cultivation, production or distribution of marijuana, as applicable, which will include but not be limited to:
16. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Legal Greens, LLC to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
17. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures will provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
18. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
19. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
20. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.

Waste Disposal

1. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

2. Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.
(c) Organic material, recyclable material and solid waste generated at the location will be redirected or disposed of as follows:
 1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans. 2. To the greatest extent feasible:
 - Any recyclable material as defined in 310 CMR 16.02: Definitions will be recycled in a manner approved by the Commission; and
 - b. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
 2. Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or
 3. No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Legal Greens, LLC will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
 4. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
 5. Any agent working in direct contact with marijuana will conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and

- Washing hands appropriately. *935 CMR 500.105(3)*
- 6. Hand-washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*
- 7. There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*
- 8. Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to *935 CMR 500.105(12)*. *935 CMR 500.105(3)*
- 9. Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*
- 10. All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- 11. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- 12. Water supply will be sufficient for necessary operations. *935 CMR 500.105(3)*
- 13. Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. *935 CMR 500.105(3)*. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*
- 14. Legal Greens will provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*

Testing of Marijuana and Marijuana Products

1. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.
2. Legal Greens, LLC will also have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from the Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
3. Legal Greens, LLC will also maintain the results of all testing for no less than one year;
4. The sale of seeds is not subject to these testing provisions.
5. Clones are subject to these testing provisions, but are exempt from testing for metals.

6. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
7. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
8. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly; and
9. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
10. Dosing Limitations., Legal Greens, LLC will not deliver, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:
 - a. for a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
 - b. in a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
 - c. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

Diversity Plan

Purpose

Legal Greens, LLC (the “Company” or “us” “we” or “our”) is a minority and woman owned business. It is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

- Minorities
- Women
- Veterans
- LGBTQ+ individuals

The Company has created the following Diversity Plan (than “Plan”) and has identified the following goals and created the following programs to promote diversity and equity in the Company’s operations. Legal Greens will take any actions taken, or programs instituted, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

GOAL 1

1 GOALS

- 1) Legal Greens, LLC will host two workshops twice a year on zoom for 20 individuals. The program will provide mentoring and technical services for individuals and startup businesses facing systemic barriers. LG, LLC expects that through these efforts, we will provide economic stimulus to individuals that are resident in the city of Brockton. Individuals will have the knowledge to enter in the adult-use cannabis industry from individuals who took part in our workshop. Technical Services offered:
 - How to apply for the Massachusetts Marijuana License; State Process
 - How to apply for the Massachusetts Marijuana License; City Process

2 PROGRAM

- 1) Once granted a provisional license, Legal Greens, LLC will advertise in the Brockton local newspaper, The Enterprise, stating that the establishment is hosting workshops to aid individuals looking to get into the cannabis industry. The workshop will be for 3 times week in Brockton, MA and we will answer questions and guide individuals/ startups with the process to get into the cannabis industry. All Documents will be recorded and maintained, and will made available or used upon renewal. LG, LLC expects that through these efforts, we will provide economic stimulus to individuals/ startup businesses that are resident in the city of Brockton. The establishment is specifically looking for Massachusetts residents over the age of 21, without violating 935 CMR 500.105(4). The program will provide mentoring for individuals and startup businesses facing systemic barriers. Legal Greens will ask each individual who wants to participate in the workshop to pre-register for 20 individuals. To register for the workshops Legal Greens, will ask each individual if they are:
 - Minorities 75%- 3 out of 4
 - Women 75%- 3 out of 4

Diversity Plan

- Veterans 75%- 3 out of 4
- LGBTQ+ individuals 75% 3 out of 4

3 MEASUREMENT

- 1) Legal Greens team members will provide records from each recipient. Attendance will be recorded for each meeting. We will also count the number of individuals that entered the workshop and has the knowledge needed to enter the cannabis industry to ensure 75% of individuals fall within this goal.

GOAL 2:

1 GOALS

- 2) Legal Greens team members will identify and define problem areas and barriers to achieving workforce and take affirmative action where necessary. Legal Greens, LLC will eliminate and prevent recurrence of systemic discriminatory practices relating to employment, or access to promotion, which occur in other companies, for women and minorities from disadvantaged communities. Legal Greens, LLC will recruit and provide advancement opportunities and employ at least 75% of women, minorities and contractors of disadvantaged communities and maintain 75% of our staff will be women and minorities. Legal Greens' plan to hire 20 employees:
 - Minorities : 75%- 3 out for 4
 - Women: 75%- 3 out for 4
 - Veterans: 75%- 3 out for 4
 - LGBTQ+ individuals 75% 3 out of 4

2 PROGRAM

- 2) Legal Greens, LLC will post monthly advertisements in the local newspaper The Enterprise as position are available, stating that the establishment is specifically looking for 21 and older women and minorities. Legal Greens, LLC will maintain data of each application and record changes on the frequency data of employment ratios or any action/event. All data will be made available to Commission at any time. All Documents will be recorded and maintained, and will made available or used upon renewal. A posting will be placed on Internet job boards with people from women, minorities and contractors; complying with 935 CMR 500.105(4). Employees/ Contractors will be encouraged to refer qualified applicants. Legal Greens' plan to hire 20 employees while ensuring at least 75% of employees will fall within one of categories below:
 - Minorities: 75%- 3 out for 4
 - Women: 75%- 3 out for 4
 - Veterans: 75%- 3 out for 4
 - LGBTQ+ individuals 75% 3 out of 4

Diversity Plan

3 MEASUREMENT

- 2) LG, LLC will count the number of individuals hired who are women, minorities and contractors. This number will be assessed from the total number of individuals hired to ensure that 75% of all individuals hired fall within this goal. All documents will be presented to the Commission and available for renewal process.