



# Massachusetts Cannabis Control Commission

#### Marijuana Cultivator

General	Information:

License Number:	MC281565
Original Issued Date:	02/02/2023
Issued Date:	02/02/2023
Expiration Date:	02/02/2024

#### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: LMCC LLC					
Phone Number: 508-740-7243	Email Address: flaviahungaro@hotmail.com				
Business Address 1: 30 Sherwood drive Business Address 2:					
Business City: Taunton	Business State: MA	Business Zip Code: 02780			
Mailing Address 1: 8 Bartlett Wa	Mailing Address 2:				
Mailing City: Waltham	Mailing State: MA	Mailing Zip Code: 02452			

#### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

#### **PRIORITY APPLICANT**

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

#### **RMD INFORMATION**

Name of RMD:

Department of Public Health RMD Registration Number:

**Operational and Registration Status:** 

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

If no, describe the circumstances below:

#### PERSONS WITH DIRECT OR INDIRECT AUTHORITY Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51	Percentage Of Control: 51	
Role: Owner / Partner	Other Role:	
First Name: Flavia	Last Name: Hungaro	Suffix:

#### Gender: Female

#### User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), 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: 49 Percentage Of Control: 49 Role: Owner / Partner Other Role: First Name: Irene Last Name: Hicks Suffix: Gender: Female User Defined Gender: What is this person's race or ethnicity?: Some Other Race or Ethnicity Specify Race or Ethnicity: Armenian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY No records found

#### CLOSE ASSOCIATES AND MEMBERS No records found

#### **CAPITAL RESOURCES - INDIVIDUALS** Individual Contributing Capital 1

First Name: Irene	Last Name: Hicks	Suffix:	
Types of Capital: Monetary/	Other Type of	Total Value of the Capital Provided:	Percentage of Initial Capital:
Equity	Capital:	\$2700000	100

#### Capital Attestation: Yes

## **CAPITAL RESOURCES - ENTITIES**

No records found

#### **BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES** No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Sherwood Drive

#### **Establishment Address 2:**

Establishment City: Taunton

Establishment Zip Code: 02780

#### Approximate square footage of the Establishment: 15000

How many abutters does this property have?: 23

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

#### **FEE QUESTIONS**

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

Туре

Cultivation Environment: Indoor

			Date
Host Community Agreement Certification	pdf	5d50950766146338719258a2	08/11/2019
Form - Sherwood dr.pdf			
Community Outreach Attestation Form.pdf	pdf	5d5b56cc3567ed1db89df2e7	08/19/2019
Legal notice receipt.pdf	pdf	5d5b570c38be9e227ac50c25	08/19/2019
Newspaper legal sherwood.pdf	pdf	5d5b57548906c11df69c75e9	08/19/2019
HCA Certification form.pdf	pdf	6150fb6a53eb05681e9cb4a3	09/26/2021
Authorization for COM.pdf	pdf	6150fcd6734f4a69091cc423	09/26/2021
COM LMCC Notice to the abutters.pdf	pdf	6150fd5a2831f56830cd3504	09/26/2021
LMCC.pdf	pdf	6150fddcaf787c692aac4eb3	09/26/2021
HCA Sherwood C:M:D (2nd amendment.pdf	pdf	6150fe38c28c0968f3842463	09/26/2021
Plan to Remain Compliant with Local Zoning	pdf	61b8c904073d79445b0d2835	12/14/2021
- Taunton 1.pdf			
	Form - Sherwood dr.pdf   Community Outreach Attestation Form.pdf   Legal notice receipt.pdf   Newspaper legal sherwood.pdf   HCA Certification form.pdf   Authorization for COM.pdf   COM LMCC Notice to the abutters.pdf   LMCC.pdf   HCA Sherwood C:M:D (2nd amendment.pdf   Plan to Remain Compliant with Local Zoning	Form - Sherwood dr.pdfCommunity Outreach Attestation Form.pdfpdfLegal notice receipt.pdfpdfNewspaper legal sherwood.pdfpdfHCA Certification form.pdfpdfAuthorization for COM.pdfpdfCOM LMCC Notice to the abutters.pdfpdfLMCC.pdfpdfHCA Sherwood C:M:D (2nd amendment.pdfpdfPlan to Remain Compliant with Local Zoningpdf	Form - Sherwood dr.pdfCommunity Outreach Attestation Form.pdfpdf5d5b56cc3567ed1db89df2e7Legal notice receipt.pdfpdf5d5b570c38be9e227ac50c25Newspaper legal sherwood.pdfpdf5d5b57548906c11df69c75e9HCA Certification form.pdfpdf6150fb6a53eb05681e9cb4a3Authorization for COM.pdfpdf6150fcd6734f4a69091cc423COM LMCC Notice to the abutters.pdfpdf6150fd5a2831f56830cd3504LMCC.pdfpdf6150fddcaf787c692aac4eb3HCA Sherwood C:M:D (2nd amendment.pdfpdf6150fe38c28c0968f3842463Plan to Remain Compliant with Local Zoningpdf61b8c904073d79445b0d2835

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	Туре	ID	Upload
				Date
Plan for Positive Impact	Donation - Mathew Mission.pdf	pdf	61d07c77073d79445b0d715e	01/01/2022
Plan for Positive	LMCC LLC Positive Impact Plan January 2022- RCMD -	pdf	61d37839d2f0bb446ad28241	01/03/2022
Impact	Revised copy.pdf			

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION Individual Background Information 1		
Role: Owner / Partner	Other Role: Manager	
First Name: Flavia	Last Name: Hungaro	Suffix:
$\ensuremath{RMD}$ Association: Not associated with an $\ensuremath{RMD}$		
Background Question: no		
Individual Background Information 2		
Role: Owner / Partner	Other Role:	

Date generated: 03/02/2023

#### First Name: Irene

RMD Association: Not associated with an RMD

#### Background Question: no

ENTITY BACKGROUND CHECK INFORMATION No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Bylaws	LMCC, LLC Operating Agreement.pdf	pdf	5d5b59493567ed1db89df2f5	08/19/2019
Department of Revenue - Certificate of	DOR LMCC 2021.pdf	pdf	61538f1dff5a8a691f855202	09/28/2021
Good standing				
Articles of Organization	Certificate of Organization LMCC.pdf	pdf	61539383269fa76914228cae	09/28/2021
Secretary of Commonwealth - Certificate	SOS - LMCC -2021 Certificate of	pdf	6153940053eb05681e9cc742	09/28/2021
of Good Standing	Good Standing.pdf			

No documents uploaded

#### Massachusetts Business Identification Number: 001359012

Doing-Business-As Name:

DBA Registration City:

#### **BUSINESS PLAN**

**Business Plan Documentation:** 

Document	Document Name	Туре	ID	Upload
Category				Date
Plan for Liability	Letter_of_Intent_to_Bind_Coverage	pdf	6150e755c28c0968f3842441	09/26/2021
Insurance	_LMCC,_LLC_Tier_2_Cultivation.pdf			
Business Plan	10 Aug - Special permit -LMCC, LLC -	pdf	61539540ff5a8a691f855234	09/28/2021
	CultivationManufacturingDelivery-2.pdf			
Proposed Timeline	Screen Shot 2021-10-15 at 8.34.56 PM.png	png	616a1e55af787c692aacc776	10/15/2021

#### **OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Restricting Access to age 21	LMCC - C - Restricting Access to Age 21 or	pdf	616b881c2831f56830cdaf6e	10/16/2021
and older	Older.pdf			
Prevention of diversion	935 CMR 500.101 - Diversion.pdf	pdf	616b947c734f4a69091d3d90	10/16/2021
Storage of marijuana	935 CMR 500.105 (11)- Storage 5.1.3.pdf	pdf	616b9fbec28c0968f3849ec3	10/16/2021
Transportation of marijuana	935 CMR 500.050 (8)- Transportation.pdf	pdf	616ba576c28c0968f3849ec7	10/17/2021
Inventory procedures	935 CMR 500.105 (9)- Inventory 5.1.4.pdf	pdf	616ba751734f4a69091d3d96	10/17/2021
Quality control and testing	LMCC - C - Quality Control and Testing.pdf	pdf	616bb6df7afdc8683b26c2b2	10/17/2021

Record Keeping procedures	LMCC - C - RECORDKEEPING POLICY AND PROCEDURES.pdf	pdf	616bba9f734f4a69091d3d9a	10/17/2021
Maintaining of financial records	LMCC - C - Policies and Procedures for Maintenance of Financial Records.pdf	pdf	616bbcc792505868ec66cf46	10/17/2021
Qualifications and training	LMCC - C - QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES.pdf	pdf	616bd0bfaf787c692aacc921	10/17/2021
Personnel policies including background checks	PERSONNEL POLICY AND PROCEDURES - Revised.pdf	pdf	61a12e787d38230806456f72	11/26/2021
Policies and Procedures for cultivating.	Policies and procedures for cultivating.pdf	pdf	61b3983d0183444639b5acad	12/10/2021
Security plan	Security Cultivation Revised.pdf	pdf	61b398bd151a044618ec2bda	12/10/2021
Energy Compliance Plan	Energy Compliance Plan Revised.pdf	pdf	61b3999dd2f0bb446ad22601	12/10/2021
Diversity plan	New - Revised Diversity - LMCC.pdf	pdf	61e4911ba828d708f050b100	01/16/2022

#### 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.: | 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.: | 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.: | 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

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN No records found

COMPLIANCE WITH DIVERSITY PLAN No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 7:00 PM	
Tuesday From: 8:00 AM	Tuesday To: 7:00 PM	
Wednesday From: 8:00 AM	Wednesday To: 7:00 PM	
Thursday From: 8:00 AM	Thursday To: 7:00 PM	

Date generated: 03/02/2023

Friday From: 8:00 AM	Friday To: 7:00 PM
Saturday From: 8:00 AM	Saturday To: 7:00 PM
Sunday From: 8:00 AM	Sunday To: 7:00 PM



# **Host Community Agreement Certification Form**

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

## Applicant

I, <u>Flavia twongaro</u>, (insert name) certify as an authorized representative of <u>LMCC</u>, <u>Luc</u> (insert name of applicant) that the applicant has executed a host community agreement with <u>City of TAVNTON</u> (insert name of host community) pursuant to G.L.c. 94G § 3(d) on <u>04 1241 2019</u> (insert date).

Signature of Authorized Representative of Applicant

## **Host Community**

I, Thomas C. Hoye, Tr., (insert name	) certify that I am the contracting a	authority or
have been duly authorized by the contracting authority for	Taunton	_(insert
name of host community) to certify that the applicant and _		(insert name
of host community) has executed a host community agreem	tent pursuant to G.L.c. $94G \S 3(d)$	on
$-\frac{1}{24}, \frac{1}{2019}$ (insert date).	re: 30 Sherwoo	adnie

Signature of Contracting Authority or Authorized Representative of Host Community



# **Community Outreach Meeting Attestation Form**

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

I, <u>FIAOVA + CONGARS</u>, (insert name) attest as an authorized representative of <u>LMCC</u> <u>LLC</u> (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.</u>

- 1. The Community Outreach Meeting was held on 0.3/05/19 (insert date).
- 2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on <u>D2/2C/17</u> (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
- 3. A copy of the meeting notice was also filed on <u>C222619</u> (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
- 4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on <u>○∠ | ∠∈ | |9</u> (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).



GateHouse Media New England Community Newspaper Co. – Legal Advertising Proof 15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone I 781-961-3045 fax

30 Sherwood Drive, Taunton

#### Legal Notice

## NOTICE OF COMMUNITY OUTREACH MEETING

#### Company name: LMCC LLC.

Notice is hereby given that LMCC LLC will hold a Community Outreach Meeting on March 5, 2019 at the private function room at Hong King City Resturant 174 Broadway, Taunton, MA 02780 at 6:00 PM to discuss the proposed siting of a Recreational Retail and Cultivation Marijuana Establishment at 30 Sherwood Drive, Taunton, MA 02780 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Please use the rear building entrance.

AD#13775168 TDG 2/26/19







# 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:

LMCC, LLC

2. Name of applicant's authorized representative:

Flavia Hungaro

3. Signature of applicant's authorized representative:

haunna.

Kenn 4F7CA7947FFD4EA...

4. Name of municipality:

Taunton tu DI

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

1

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

mm

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).):

rblackwell@taunton-ma.gov

8. Host community agreement execution date:

pril 24, 2019

**Cannabis Control Commission** 

2 Washington Square

Worcester, MA 01604

(617) 701-8400

To Whom It May Concern,

LMCC, LLC will conduct a Community Outreach Meeting on an Online Zoom Meeting Link, which will be conducted in accordance with the Cannabis Control Commission Administrative Order No. 2 (Administrative Order Allowing Virtual Web-Based Community Outreach meetings), on the following matter:

LMCC, LLC intends to apply for a Marijuana Cultivator, Product Manufacturer and Delivery Licenses, 30 Sherwood Drive, Taunton MA (the "premises"), pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulation promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

This letter confirms that the City of Taunton approves LMCC to host a virtual community outreach meeting.

Sincerely,

City of Tauntor

Shaunna O'Connell

Mayor

## You are invited to join a VIRTUAL COMMUNITY OUTREACH MEETING to learn about this proposed project: LMCC, LLC to be located at 30 Sherwood Drive, Taunton MA 02780 Cultivation/Manufacturing/Delivery Establishments

Monday May 17, 2021

5:00 pm

#### LMCC, LLC

LMCC will hold a Virtual Community Outreach Meeting on May 17, 2021 from 5:00 PM to 6:00 PM to provide information related to the proposed siting of a licensed Cannabis Establishment at 30 Sherwood Drive, Taunton MA 02780.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* 

The Virtual Community Outreach Meeting via Zoom is available at the web address: https://us02web.zoom.us/j/82217422404?pwd=YkR1ZFA2MGNXSnJoYS9xZkdOanlmQT09

Join Zoom Meeting: https://us02web.zoom.us/j/82217422404?pwd=YkR1ZFA2MGNXSnJoYS9xZkdOanlmQT09

Meeting ID: 822 1742 2404 Passcode: 733857 One tap mobile +13017158592,,82217422404#,,,,\*733857# US (Washington DC) +13126266799,,82217422404#,,,,\*733857# US (Chicago)

Dial by your location +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 822 1742 2404 Passcode: 733857

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing flaviahungaro@hotmail.com or asked during the meeting after the presentation. If you are unable to attend the meeting but wish to have a personal telephone call or video conference, please email us to schedule time to meet.

This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavia Hungaro at flaviahungaro@hotmail.com - 508-740-7243.



### SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT BETWEEN THE CITY OF TAUNTON AND LMCC, LLC FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT

Now come the City of Taunton, a municipal corporation acting through its Mayor and Municipal Council, with a principal address of 15 Summer Street, Taunton, Massachusetts, (hereinafter the "**City**"), and, LMCC, LLC, a Massachusetts limited liability company with a principal address of 30 Sherwood Drive, Taunton, Massachusetts 02780 (hereinafter the "**Company**") and set forth the following:

WHEREAS, the City and LMCC, LLC have executed a Host Community Agreement dated April 24, 2019 with respect to a <u>Marijuana Cultivator Establishment</u> to be located at 30 Sherwood Drive (hereinafter "**HCA**") and a First Amendment thereto dated May 14, 2020; and,

WHEREAS, the Host Community Agreement and First Amendment contemplate a Marijuana Cultivator Establishment with no manufacturing or delivery of marijuana or marijuana products permitted; and,

WHEREAS, LMCC, LLC desires to add to their Host Community Agreement manufacturing and delivery service;

WHEREAS, paragraph 1. Of the First Amendment to the Host Community Agreement provides that "In the event the Company does not commence operations on or before April 24, 2021, or ceases to conduct business in the City for longer than sixty consecutive days (except in the event of a Force Majeure preventing such operation), or in any way loses or has its License revoked by the State with respect to the Establishment, then this Agreement shall become null and void."

WHEREAS, the parties wish to extend the date by which the Company must commence operations;

NOW THEREFORE, the parties agree:

- In the second paragraph of the recitals in the HCA "Marijuana Cultivator Establishment" shall be replaced with "Marijuana Cultivator and Manufacturing Establishment, which may include delivery of marijuana products produced at the licensed location directly to consumers if in receipt of a delivery endorsement issued by the Cannabis Control Commission";
- 2. The language in Section 1.c. of the HCA "The Establishment will be a Marijuana Cultivator Establishment, as defined in 935 CMR 500.002." shall be replaced with "The Establishment will be a Marijuana Cultivator and Manufacturing Establishment, which may include delivery of marijuana products produced at the licensed location directly to consumers if in receipt of a delivery endorsement issued by the Cannabis Control Commission.";

- 3. In the event the Company does not commence operations on or before April 24, 2022, or ceases to conduct business in the City for longer than sixty consecutive days (except in the event of a Force Majeure preventing such operation), or in any way loses or has its License revoked by the State with respect to the Establishment, then this Agreement shall become null and void.
- Except as amended herein, the HCA remains in full force and effect.

This, Second Amendment to the HCA was approved by the Municipal Council on , 2021, and shall be effective as of the date of the Mayor's 3 . 2021. signature,

The parties hereto indicate their approval of this Second Amendment to the HCA by their authorized signatures below:

CITY OF TAUNTON

Shaunna L. O'Connell, Mayor As to Form and Character:

elen in an

Matthew J. Costa First Assistant City Solicitor

LMCC, LLC

Fluxer HS Flavia Hungaro, Manager

COMMONWEALTH OF MASSACHUSETTS Bristol , SS

On this \_\_\_\_\_\_ day of May\_, 202, before me, the undersigned Notary Public, personally appeared the above hamed Flavia Hungaro, proved to me by satisfactory evidence of identification being (check whichever applies): [J driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Manager of LMCC, LLC.

tarv Public

THERESA M. GARCIA Notary Public DMMONWEALTH OF MASSACHUSETTS My Commission Expires December 13, 2024

My Commission Expires:

Second Amendment to HCA - LMCC, LLC (30 Sherwood Drive) Page 2 of 2

#### Plan to Remain Compliant with Local Zoning - Revised

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

The City of Taunton has adopted an Ordinance Relative to Licensing Recreational (Non-Medical) Marijuana Establishments, codified as Chapter 222 of the Revised Ordinances of the City of Taunton (the "Taunton Marijuana Ordinance"). The City of Taunton has imposed a limit of Eight (8) Marijuana Retailers to operate in the City. There are no limits or restriction for the number of Cultivation, Manufacturer, or Deliveries allowed in the City.

LMCC proposes a retail dispensary to be located at 83 County Street (Former 93 County Street), Taunton, MA and the property lies entirely within a Highway Business Zoning District. LMCC, LLC will comply with all applicable City regulations and bylaws for Retail Cannabis Establishment in doing so.

LMCC also proposes the siting of its Cultivation, Manufacturing, and Delivery operations at 30 Sherwood Drive, Taunton, MA and the property lies in entirely within an industrial zoning District, which follows the zoning bylaws for such types of operations.

Pursuant to the Taunton Marijuana Ordinance, there are four prerequisites to operating a Marijuana Establishment in the City of Taunton. They are:

- 1. A license from the Taunton Municipal Council (Local Licence), which will refer all license applications to the Police and License Committee.
  - An emergency response plan and Security Plan for the Retail Establishment has been filed and approved by the fire department and the police department in accordance with G.L. c. 94G, §12(h);
  - An emergency response plan and Security Plan for the Cultivation, Manufacturing, and Delivery Establishments has been prepared and will be submitted for approval by the fire department and the police department in accordance with G.L. c. 94G, §12(h);

- 2. An executed Host Community Agreement.
  - The Applicant has an executed Host Community Agreements for retail, cultivation, manufacturing, and home-delivery in the City of Taunton.
- 3. A Special Permit issued by the Municipal Council in accordance with the Taunton Zoning Ordinance; and
  - The Applicant has met with the Planning Board and the City Council and received Special Permit Approval for Retail, Cultivation, Manufacturing, and Delivery.
  - The special permit does not need to be renewed but it has to be used within two years.
- 4. "The Marijuana Establishment is otherwise in compliance with the laws of the Commonwealth and ordinances of the City of Taunton."
  - The Applicant has applied to the Municipal Council for a Marijuana Retail Establishment License and received Local License Approval in accordance with the Taunton Marijuana Ordinance.
  - The Applicant will follow the same steps for cultivation, manufacturing and home-delivery once provisional license is awarded.
  - Local licenses have to be renewed once a year.

#### 02/13/2020

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

To Whom it May Concern:

#### **Donation Acknowledgement Letter**

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

Sincerely,

Mark R. Cook Mark Cook Creculivi Quector P.O. Box 614 Launton, MA 02780

# LMCC LLC's PLAN TO POSITIVELY IMPACT THE CITY OF TAUNTON (January 2022)

LMCC LLC has developed the below plan to positively effect the City of Taunton. The City of Taunton is one of the communities that has been disproportionate impacted by the war on drugs.

LMCC, LLC is committed to a positive impact plan that will make the legalized marijuana industry a net positive to the City of Taunton and its residents and the Commonwealth as a whole and its residents.

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

LMCC LLC also attests that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership, control, or other applicable state laws.

## GOALS

1. Reducing barriers to entry into the commercial adult-use cannabis industry; LMCC is committed to hiring at least 25% of its staff that are Massachusetts residents who have past drug convictions that would not prohibit them from working in the cannabis industry.

2. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts by offering a minimum of 2 training sessions (10-20 people per class) a year and other technical resources, including, but not limited to, operations of a cannabis business, to those who may not otherwise participate fully in the recreational cannabis industry, which will help reduce barriers to entry in the commercial cannabis industry and will collaborate with Bristol County Training Consortium and other such groups, as to job placement and training assistance to those residents who were disproportionately harmed by the war on drugs.

3. Providing financial assistance of at least \$ 5,000 yearly to the Mathew Mission. The Mathew Mission takes care of the homeless population, including veterans and those in need, in Taunton, connecting them to social services agencies, making referrals and guiding the individuals through the process of getting into programs such as shelters, rehabilitation, GED courses, job training, Social Security and MassHealth.

4. LMCC shall provide educational opportunities for 50% of its employees that are seeking advancement in the cannabis industry.

## PROGRAMS

1. Giving hiring preference to individuals in the City of Taunton and surrounding cities that have been designated by the Cannabis Control Commission as areas that have been disproportionately impacted by cannabis prohibition. LMCC LLC will do outreach efforts in the City of Taunton and surrounding cities for hiring to enrich the lives of such citizens who have been disproportionately impacted. LMCC shall include in its monthly diversity hiring job postings in the Sun Chronicle and Taunton Gazette that it is also hiring people with past drug convictions.

2. LMCC LLC will initiate at least 2 Community "clean-ups" in the City of Taunton per year. The clean-up will be done in coordination with the City's Parks and Recreation Department and will focus on such parks and playgrounds that have been impacted by the use of drugs.

3. Working with the City of Taunton's Economic and Community Development, LMCC LLC will provide at least once a year educational opportunities for Taunton residents, especially those residents impacted by the war on drug, working in the cannabis industry, how to expunge a criminal record and other such barriers to employment. These educational opportunities will be held in City owned community rooms and it will be open for a group not larger than a maximum of 20 people per session.

## MEASUREMENTS

In order for programs to be effective over the long-term, LMCC will measure the impact its programs are having, and reconfigure them as necessary for maximum effectiveness. It will do this through:

1. Quantitative evaluation:

a. LMCC will measure the number of applications it receives, how far the candidates get in the screening process, and how many people it hires from the above-listed groups. It will commit to reaching its goal of at least 25% of employees coming from the above-listed groups who have been disproportionately harmed. If hiring of disproportionately impacted applicants is not at the 25% goal, it will change how it sources and screens its candidates, by reevaluating how and where it is advertising job listings.

b. LMCC will diligently track its partnerships with community groups, track how many trainings are offered, and how many hours of technical assistance are given (and by whom), and will reevaluate its partnerships and levels of commitment on an ongoing basis.

c. LMCC will track how many website and social media posts it makes which promote trainings, programs, and technical assistance offered internally and by community groups as a part of its overall "marketing mix." If this proportion of posts is not high enough to drive participants to these programs, it will ensure that its digital marketing team increases the number of posts of this nature.

- 2. Qualitative Evaluation:
  - a. At a minimum, LMCC will undertake annual self-evaluations of its overall positive impact on the community it serves.
  - b. LMCC will create, distribute, and evaluate surveys of employees twice a year for the first two years, then annually for an additional three years, who will give feedback on the management and operations of the Company.
  - c. LMCC will create, distribute, and evaluate surveys of customers twice a year for the first two years, then annually for the next three years, who will give feedback on operations and community impact.
  - e. LMCC will evaluate the trainings and technical assistance that it provides directly, and through community groups.

LMCC hopes that its operation, and the operation of the legalized cannabis industry as a whole, has a net positive impact on the Commonwealth, and on the City of Taunton that it serves.

LMCC will monitor its progress and success in the first half of the year of receiving a provisional license on a monthly basis. After the first half of the year is complete, and it feels that it is meeting its goals, it will monitor its progress and success on a quarterly basis. It will annually review its progress and success and upon the renewal of its license. If at the end of the first year it believes that it is meeting its goals, monitor is progress and success on semi-annual basis, with a final monitoring done at the end of each year.

## OPERATING AGREEMENT of

#### LMCC LLC

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

#### **BETWEEN:**

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

#### **BACKGROUND:**

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

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

#### Formation

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

#### Name

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

# Purpose

3. Vertically Integrated Recreational Cannabis Company.

# Term

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

# **Place of Business**

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

# **Capital Contributions**

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

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

# Allocation of Profits/Losses

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

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

### **Nature of Interest**

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

## Withdrawal of Contribution

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

## **Liability for Contribution**

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

## **Additional Contributions**

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

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

## **Capital Accounts**

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

## **Interest on Capital**

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

## Management

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

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

## Authority to Bind Company

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

## **Duty of Loyalty**

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

#### **Duty to Devote Time**

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

#### **Member Meetings**

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

## Voting

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

## Admission of New Members

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

## Voluntary Withdrawal of a Member

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

## Involuntary Withdrawal of a Member

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

## **Dissociation of a Member**

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

## **Right of First Purchase**

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

## **Assignment of Interest**

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

## Valuation of Interest

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

#### Dissolution

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

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

## Records

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

## **Books of Account**

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

## **Banking and Company Funds**

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

## Audit

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

## Tax Treatment

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

#### **Annual Report**

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

## Goodwill

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

# **Governing Law**

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

# Forbidden Acts

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

## Indemnification

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

# Liability

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

# **Liability Insurance**

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

# Life Insurance

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

# Actions Requiring Unanimous Consent

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

# Amendment of Operating Agreement

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

## Title to Company Property

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

## Miscellaneous

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

#### Definitions

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

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

Flara type 8-5-19 Flavia Hungaro (Member) 755. 6/17/2019 MADL#: S14819940 Exp. 3/26/24

Len Hicks (Member) ISS. 2/6/2015 MA DC#: S57578078 Exp. 3/22/2020 On this 5th day of August, 2019, before me, the indersigned notary public, personally appeared Frene A Hicks and Flan's I thongaro proved to me through satisfactory endence of driver identification, which were valid unexpired Marsachusetts license to be that person whose name is signed on the preceding or attached document who subre or affirmed to me that the contents of the document are thirthful and accurate to the best of his ther knowledge and belief.

Kichard E. Genera

Richard E. Garua My commission expires 1/20/23 Copyright 2002-2019, LegalContracts.com



Ms. Christine Araujo, Chairperson Boston Zoning Board of Appeal 1010 Mass Ave, 5<sup>th</sup> Floor Boston, MA 02118

Re: 1174-1178 River Street, Hyde Park, 02136

To the Boston Zoning Board of Appeal:

I am writing this letter in strong support of Sugarloaf Boston Cannabis, LLC regarding their proposal to open a Cannabis Establishment at 1174-1178 River Street in the Hyde Park section of Boston.

As a member of the community, I/we believe this proposed development project will benefit the Hyde Park community by changing a vacant establishment into a thriving business in the commercial district of Hyde Park and renovating the inside of a historic Hyde Park building. Sugarloaf Boston Cannabis, LLC has made strong commitments for betterments to the Hyde Park community, and the location sits within an existing commercial district away from residential housing. The building is situated between two MBTA Commuter rail stations (Hyde Park and Fairmont) and is located across the street and down the street from MBTA bus stops (#24 and #33). Additionally, there are 5 parking spaces located in the back of the building to be used for employee parking/delivery and handicap parking.

I believe Sugarloaf Boston Cannabis, LLC would be an asset to the local community and business establishments along River Street.

Again, I strongly support the re-development of 1174-1178 River Street to a Cannabis Establishment.

Name: Serviny H-GUIDO

Print Name:

Address: 238 West Street, Hyde Paul, MA 02136

4515 - SIG			Massachusetts	Minimum Fee: \$50	
	W	illiam Francis	Galvin		
	Secretary of th	e Commonwealth, C	Corporations Divisior	1	
3 VII / 😹	On	e Ashburton Place,	17th floor		
		Boston, MA 02108	-1512		
WHICH WAR	ſ	Telephone: (617) 72	7-9640		
nnual Report General Laws, Chapter )					
dentification Number:	001359012				
Annual Report Filing Y	ear: <u>2021</u>				
.a. Exact name of the	limited liability co	mpany: <u>LMCC L</u>	L <u>C</u>		
.b. The exact name of	the limited liabilit	y company <i>as ame</i>	nded, is: <u>LMCC L</u>	LC	
a. Location of its prine	•				
No. and Street:	<u>30 SHERWOOI</u>	<u>D DRIVE</u>			
City or Town:	<u>TAUNTON</u>	State: <u>MA</u>	Zip: <u>02780</u>	Country: <u>USA</u>	
2b. Street address of t	he office in the Co	mmonwealth at wh	ch the records will	be maintained:	
No. and Street:	30 SHERWOOL	<u>D DRIVE</u>			
City or Town:	<b>TAUNTON</b>	State: <u>MA</u>	Zip: <u>02780</u>	Country: <u>USA</u>	
3. The general characte	er of business, and	l if the limited liabi	ity company is orga	inized to render profession	
service, the service to					
				CANNABIS PRODUCTS	
			CULTIVATION O	F MARIJUANA OR ANY	
OF THE RELATED RI	EGULATED PRO	DUCTS.			
4. The latest date of dis	solution, if specifi	ed:			
5. Name and address o	f the Resident Age	nt.			
Name:	WILLIAM D. R				
No. and Street:	115 BROADW				
City or Town:	TAUNTON	State: MA	Zip: <u>02780</u>	Country: USA	
6. The name and busin	ess address of ead	ch manager, if any:			
Title	Indiv	idual Name	۸d		
1112		Individual Name First, Middle, Last, Suffix		Address (no PO Box) Address, City or Town, State, Zip Code	
MANAGER		IA HUNGARO			
				30 SHERWOOD DRIVE TAUNTON, MA 02780 USA	
MANAGER	IRENE HICKS			30 SHERWOOD DRIVE	
			TAUN	ITON, MA 02780 US	

managers.

Title	Individual Name	Address (no PO Box)	
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
SOC SIGNATORY	WILLIAM D. ROUNDS ESQ.	115 BROADWAY TAUNTON, MA 02780 USA	
cordable instrument	purporting to affect an interest in re		
Title	Individual Name	Address (no PO Box)	
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code	
REAL PROPERTY	IRENE HICKS	30 SHERWOOD DRIVE TAUNTON, MA 02780 US	
REAL PROPERTY	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA	
tional matters:	ENALTIES OF PERJURY, this 1	1	

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#### 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:

April 13, 2021 02:16 PM

Heterian Frainfalies

#### WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

April 20, 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

#### LMCC LLC

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

illian Travino Stelecin

Secretary of the Commonwealth

### Budrisk

#### 72 River Park Street Needham MA 02494 617-500-1824 www.budrisk.com

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

RE: LMCC, LLC ; Tier 2 Cultivation License

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

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

Best Regards,

James Boynton

James Boynton Managing Broker MA Insurance License #1842496 jim@budrisk.com

# LMCC, LLC

Marijuana Cultivation, Manufacturing, and Delivery Establishments

Located at 30 Sherwood Drive, Taunton, MA



- (1) Neighbor's concerns
- (2) Plans showing what the site will look like
- (3) Security details
- (4) Relationship among the 2 companies in the building
- (5) Delivery Orders
- (6) An explanation of "where the products come from"

## Company Mission

LMCC, LLC is a woman, minority-owned social equity vertically integrated cannabis company. In addition to Retail Establishments, which our company has received local licensing in Taunton, LMCC is expanding into cultivation, Product manufacturing, and Home-delivery services. Our goal is to provide premium-grade and sustainably-grown cannabis and cannabis-infused products to our costumers. LMCC, LLC seeks to leave a local impact by working to strengthen and build communities.

### Social Equity Program Participant

The Cannabis Control Commission has issued expedited Review Status to social equity participants. This program allows disadvantage groups to move in a faster pace in the state application process.

LMCC is a State Certified Minority and Women Business Enterprise





### Founder and Owners

FLAVIA HUNGARO, Owner, Managing Member & CEO

Flavia Hungaro is a Brazilian immigrant who moved to the USA in 2003 at age 18 with the goal of learning English and study at an American University.

She has earned an Associates Degree in General Studies in Science at MassBay Community College followed by a Bachelor Degree in Business Administration from Boston University. After graduating, Flavia worked as a bookkeeper for Go Boston Shuttle. Also, she has 10+ years of experience working in the hospitality industry.

### IRENE HICKS, <u>Co-Owner/Investor</u>

Retired Human Resources Assistant for the Department of Justice. Irene worked as Administrative Assistant at the 66th Force Support Squadron, U.S. Air Force.

ABOUT THE PROPOSED CULTIVATION, MANUFACTURING & HOME-DELIVERY FSTABLISHMENTS



### PROPOSED MARIJUANA CULTIVATION, MANUFACTURING AND HOME-DELIVERY ESTABLISHMENTS





### 30 Sherwood Drive, Taunton MA

- Approximately 32,000 SF building where LMCC, LLC will use approximately 20,000 SF.
- Zoned Industrial
- Seeking a Tier 2 Cultivation license (10,000 SF canopy)
- 24 hour grow facility, normal business hours for operations otherwise

### PROPOSED MARIJUANA CULTIVATION, MANUFACTURING AND HOME-DELIVERY ESTABLISHMENT







### **Home Delivery**

- There will be no customer interaction in the facility
- 2 drivers per car
- Cars must be unmarked
- Equipped with a GPS tracker
- Secure storage area
- Pre-prepared orders
- submission of customer's photo ID online for pre-verification is required
- It has to be delivered to a specific location and customer has to sign manifast to finalize before completing the service
- Body Camera (every doorstep transaction must be filmed by a body camera, with the footage retained for 30 days, a measure meant to protect drivers from theft and guard against sales to minors)



### Absolutely No Diversion to Minors

- Only individuals at least 21 years of age will be allowed to enter our facility.
- Only individuals who are at least 21 years of age, are employees, and preapproved by the Cannabis Control Commission will be allowed entrance to the facility.
- All visitors to the facility will be over 21 years of age and will be registered as per Commission regulations.
- License scanners will be used to ensure that every ID entering the facility is valid and that the individual in the photo matches the individual trying to enter the building.

# OVERVIEW OF SECURITY REQUIREMENTS IN 935 CMR 500 FOR CULTIVATION & MANUFACTURING FACILITY ESTABLISHMENTS

- Exterior space is covered by IP Cameras with Infrared, Auto Iris 4MP lens
- Interior space is covered by 360 Degree IP Cameras and 4MP IP Bullet cameras
- NVR (Network Video Recorder) will have 90 Plus days of stored video
- Exterior Doors will have Biometric readers for authorized people to enter and also with electronic buzzer and Intercom for customer communication and entry
- Field of view for the Exterior IP cameras is 110 Degree of coverage with 130 feet of clear view with Digital PTZ (Pan, Tilt, and Zoom) capability
- Interior space is 95% protected with IP Dome Cameras, the only exception is bathrooms
- The Security systems have battery backup and UPS (Uninterrupted Power Supply) incase the power goes out, the systems will operate for a minimum of 4 hours
  Interior space is controlled by Access Control for employee and product quality
- Interior space is controlled by Access Control for employ assurance

### OVERVIEW OF SECURITY REQUIREMENTS IN 935 CMR 500 FOR CULTIVATION AND MANUFACTURING FACILITY ESTABLISHMENTS CONTINUED

- Grow rooms will have access controlled door(s) and multiple IP cameras recording the plant growth throughout the process
- All production rooms will have access control and multiple IP cameras in them for viewing the processes
- Interior space is protected during non-business hours with 100% Intrusion devices like Motion detectors, Glass breaks, door contacts
- Employees are protected during business hours in case of emergency with Panic Buttons strategically place through out the facility.
- The Security Systems are locally and remotely controlled with in house monitors and Internet APPS
- The Security Systems can be programmed to allow the Local Authorities to have access to view them live or for viewing recorded events
- The Security Systems are designed for fulfilling Massachusetts Cannabis Regulations setup by the Commonwealth of Massachusetts and the Cannabis Commission Board

#### **Restricting Access to Age 21 or Older**

As an adult use marijuana establishment and pursuant to 935 CMR 500.140(2), upon entry into the premise of LMCC, LLC by an individual, a LMCC, LLC agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual shall not be admitted to the premises unless the Cultivator has verified that the individual is 21 years of age or older by offering proof of identification. The restriction that an individual must be 21 years of age or older applies to all visitors, employees and agents. Anyone violating this age restriction will be immediately reported to local authorities and all incidents of violating this mandate will be immediately reported to the Cannabis Control Commission. All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030. All visitors must be 21 years of age or older. 935 CMR 500.002.

#### Quality Control and Testing

The following plan has been designed to ensure the growth of safe and contamination free marijuana. LMCC will comply with all sanitary requirements as outlined in 105 CMR 590.000.

In order to maintain sanitation standards, all LMCC agents whose jobs include contact with marijuana or non-edible marijuana products (including cultivation, production, and packaging) will be subject to and meet requirements for food handlers as specified in 105 CMR 300.000. The cultivation manager will create a list of responsibilities for the agents to adequately maintain the standard. Included in this, LMCC will require its agents to perform adequate personal hygiene, including washing hands. All agents will be required to wash their hands, using one of the sanitation sinks located in the facility, before starting work and frequently throughout the work period, particularly whenever hands may have become soiled or contaminated. Agents will have access to a conveniently located sink in the main hallway that will have running water at a suitable temperature, as well as an eye wash station. Adequate handwashing sinks will also be available within the trimming room, and in the bathrooms located near the cultivation rooms and packaging room. All sink areas provided will enable effective hand-cleaning and sanitizing preparations and will have sanitary towels available for hand drying.

Additionally, in order to ensure adequate sanitation, LMCC will maintain the following conditions within its facilities:

• Within the main hallway, and in the trimming and packaging room there will be shelving for equipment and materials required to maintain sanitary operations.

• All litter and waste will have designated bins located throughout the facility and will be removed daily or more frequently as they hit capacity. This will assist in reducing odor and minimizing the potential for the attraction of pests. LMCC will follow adequate waste disposal standards as required by 935 CMR 500.105(12).

• There will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.

• All building's including fixtures and other physical facilities shall be maintained in sanitary conditions

• All contact surfaces including utensils and equipment shall be maintained in a clean and sanitary condition. They will be cleaned daily or as frequently as necessary in order to protect against contamination and will be cleaned using an approved cleaner registered by the EPA. All equipment used will be constructed to be cleanable. • Any toxic items will be identified, held and stored in an area that prevents the contamination of marijuana products and does not contain items used in the production of marijuana.

• There restroom available to employees will be maintained in sanitary conditions and in good repair. This includes one ADA-compliant restroom.

#### Cultivation

Flowering rooms will follow identical flower protocols:

- begin and end flower at the same time
- receive the same nutrients
- be treated with organic compounds on the same schedule

During harvest, plants will be hung in specified drying rooms and will be labeled with their batch number. Plants will not be separated by rooms and will instead be labeled as one whole unit. Plants will remain in designated drying rooms until the proper humidity level is reached. Maintaining marijuana at or below specified humidity levels ensures no mold or mildew growth on the flowers after the plant has been harvested.

Once they are well cured, the leaves and flowers of female Marijuana plants will be processed. Cultivation technicians and trimmers will ensure that all processed leaves and flowers will be free of seeds, stems, dirt, debris and any other foreign material. They will also ensure that it is free of any contamination by mold, rot, other fungus, pests, and bacterial diseases and that it satisfies the sanitation requirements in 105 CMR 500.000.

As sampling procedures begin, the agent is required to complete a spreadsheet of information related to the sample collection. This information will include:

- Cultivation batch number
- Production batch
- Number of samples collected
- Date

#### • Time

- Participating personnel
- Description of the sample procedures used
- Record of related batches in case of unacceptable contamination levels
- Product type
- Sample ID

#### Testing

Each batch of marijuana will be tested for chemical and biological contaminates. Plant materials to be tested will only consist of well cured flowers and leaves of the plant, excluding seeds and stems. In accordance with DPH 5.3 guidelines, all samples of the marijuana flowers will be randomly collected, mixed and homogenized in a sterile setting. This will be performed on a stainless-steel counter free off potential contaminates. The counter will be cleaned before and after every use to protect material contamination from mold, rot, other fungus, and bacterial diseases. The presence of dirt, sand, debris, and other foreign matter must be cleaned from all utensils and surfaces that encounter usable material. The process of quartering will be conducted and documented by the cultivation manager who will then complete the chain of custody forms (COC) needed before testing by a licensed testing facility. Leftover material from the quartering process will be labeled and logged with the handling agents number, the time and date of quartering, the batch number, and will be placed in a lockable refrigerator to be retained for the use of retesting in the case of unacceptable test levels or for blind quality control samples. In case of difficulties or discrepancies during the sample collection, the agent will include documentation in the spread sheet that outlines the procedure information.

As per DPH 4.2.1, soil samples will be collected for testing of non-organic pesticides, metals, and other synthetic organic compounds. For accurate results, samples will be collected randomly from 25% of pots in each batch and will then be mixed for testing. These samples will be labeled and assigned a serial number which coincides with the plant matter collected from the same rooms. These samples will be tested in unison with the plant material from the same batch. After testing is complete with acceptable results, all usable plant material will be packaged in grommet tight containers and brought to the retail building to be stored in a room design for its purpose.

#### Trimming

During the trimming process, marijuana flowers will not be separated or labeled by where they grew on each plant. This will avoid samples being collected from only one area of the plant. Following outlines stated in DPH 6.0 a sample collection station will be equipped in the trimming room on a food grade stainless steel counter that will be cleaned with anti- bacterial solvents before and after every use. Additionally, food-grade stainless steel tables will be used during all processing and handling of marijuana products. Agents will use gloves and will ensure that there is no contact of marijuana products with bare hands. Along with the bathroom across the hall, an adequate sink will be located in the trimming room to provide for personal sanitary hygiene. Trimming utensils, walls, floors and counter tops within the trimming room will be cleaned regularly. Cabinets mounted in the trimming room will contain sanitary solvents and will be labeled with any toxic contents. These sanitizing agents will never be removed from the cabinet while marijuana materials are present in the room. Additional cabinets will contain space for trimming equipment and all other non-solvent materials needed for the testing, weighing and sanitary equipment needed for the trimming room. To prevent mold and other contaminates, at the end of each day the cultivation manager will assign an agent to discard all trash in the trash bins throughout the facility.

As outlined in DPH 5.0, after trimming, all marijuana flowers and sugar leaves (leaves containing trichomes) will be placed into 5-gallon buckets, labelled with the batch numbers corresponding to the samples from those rooms, and will be locked into the temperature and humidity-controlled drying room. They will remain in this room until sample results have been received from the testing facility showing that plants were free of chemical and biological contaminates. All finished products will be kept under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration. All packaging will be conducted in a designated secure room equipped with stainless steel tables and the necessary equipment to maintain sanitation guidelines.

In the case that the independent testing facility finds analytical issues that do not meet regulation standards outlined in DPH protocols, the data from the laboratory will be scanned and attached to the spreadsheet to create a case file for the event. A retest will be submitted from the remainder of the product saved after the quartering process. All tested products that do not meet the requirements will be packaged in sealable bags and labeled with their unusable contents. An evaluation of the data received from the testing laboratory after the retest will dictate what action will be taken using the flow chart outlined by the DPH Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, Exhibit 8 (a).

If the analytical results continue to indicate the presence of chemical or biological contaminates, an internal investigation will be performed by the cultivation manager to ensure that the causing problem is located and remedied. These actions if applicable will include:

- Reviewing spraying timetables
- Reviewing nutrient recipes
- Reviewing the following environmental conditions
- Humidity
- Room temperature
- Water temperature
- Outdoor temperatures
- Reviewing surveillance for improper sampling techniques
- Reviewing foliage spray contents

The cultivation manager will make changes as needed to prevent the situation from re-occurring. A complete report of all actions and findings will be gathered and retained for no less than one year as instructed in 935 CMR 500.160 (3). Within 72 hours of the test failure the cultivation manager of LMCC will notify the CCC with the test results and information related to it. At any time these findings can easily be located in a separate file created for the purpose of reports on samples that did not meet regulation standards.

#### **RECORDKEEPING POLICY AND PROCEDURES**

#### A. POLICY

LMCC, LLC ("LMCC") understands the importance of maintaining detailed company records. It is LMCC's policy to institute guidelines to permit Company to maintain records in a manner compliant with applicable law.

#### **B. PROCEDURES**

LMCC shall maintain the following records:

- 1. Written operating procedures;
- 2. Inventory records;
- 3. Seed-to-sale tracking records for marijuana and marijuana products:
- 4. Personnel records;
- 5. Business and Financial records; and
- 6. Waste disposal records.

LMCC's Secretary shall be responsible for maintaining the above records and will work closely with the Chief Financial Officer to ensure the accuracy and maintenance of the company's business records.

#### 1. Personnel Records

- 1. LMCC shall maintain a personnel record for each Marijuana Establishment agent for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment.
- 2. Personnel records include, but are not be limited to, the following:

1) All materials submitted in connection with the prospective dispensary

agent's marijuana agent registration application submitted to the CCC;

2) Documentation of verification of references;

3) Description of job description or employment contract, including

duties, authority, responsibilities, qualifications, and supervision;

4) Signed and dated training records, including:

Date, time, and place training was received,

- Topics discussed, and
- name and title of presenter;
- 5) Documentation of periodic performance evaluations;
- 6) Record of any disciplinary action taken;
- 7) Notice of completed Responsible Vendor Training and 8-hours of related

duty training.

8) Staffing plan that demonstrates accessible business hours and safe

dispensing conditions; and

9) All background check reports.

#### 2. Business/Financial Records

1. LMCC's financial records shall be maintained in accordance with generally

accepted accounting principles.

- 2. LMCC shall maintain computerized records of the following:
  - 1) Assets and liabilities;
  - 2) Monetary transactions;

3) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

4) Sales records including the quantity, form, and cost of marijuana products; and

5) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

3. LMCC's Secretary shall be responsible for maintaining the company's financial records and will work closely with the Chief Financial Officer to ensure their accuracy.

4. LMCC will retain business records for a period in accordance with LMCC's operating agreement, but never for less than 12 months.

#### POLICIES AND RPOCEDURES FOR MAINTAINING FINANCIAL RECORDS

#### I. <u>POLICY</u>

LMCC, LLC ("LMCC") shall maintain company's financial records in accordance with LMCC's operating agreement as well as applicable laws.

#### II. <u>RESPONSIBLE PARTY</u>

LMCC's Secretary shall be responsible for maintaining the company's financial records and will work closely with the President to ensure their accuracy.

#### III. PROCEDURES

- **A.** LMCC's financial records shall be maintained in accordance with generally accepted accounting principles.
- B. LMCC shall maintain computerized records of the following:
  - 1. Assets and liabilities;
  - 2. Monetary transactions;
  - **3.** Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - 4. Sales records including the quantity, form, and cost of marijuana products; and
  - **5.** Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- **C.** LMCC shall maintain financial records for a period in accordance with its operating agreement but never for less than twelve (12) months.

#### **QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES**

#### I. <u>POLICY</u>

LMCC, LLC ("LMCC") will ensure that all Marijuana Establishment Agents ("Agents") complete training prior to performing their job functions. Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

#### II. <u>RESPONSIPLE PARTY</u>

The Chief Management Operation Officer shall be responsible for implementing

the Qualifications and Training Policy and Procedures.

#### III. <u>PROCEDURES</u>

#### A. Training Requirement

- **1.** All current owners, managers and employees must complete training prior to performing job functions.
- **2.** Training will be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.
- **3.** LMCC will engage the services of a vendor who is a member of the Responsible Vendor Program to provide state-mandated training to all individuals who constitute Agents under the CCC regulations.
- 4. Staff will receive at least eight hours of on-going training annually.

Agents, at a minimum, will be trained and retrained on: applicable state and federal marijuana laws, regulations, and guidelines; standards of conduct and reasons for dismissal; inventory management, applicable operating procedures, emergency and incident management; diversion prevention and security measures; safety; appropriate behavior; product handling and good sanitation practices; quality control; product safety; record-keeping; and other topics specified by the CCC.

#### B. Responsible Vendor Training

 All current owners, managers and employees involved in the handling and sale of marijuana at the time of licensure or renewal of licensure shall have attended and successfully completed a responsible vendor program to be designated a "responsible vendor."

- 2. Once LMCC, LLC is designated a "responsible vendor," all new employees involved in the handling and sale of marijuana shall be required complete a responsible vendor program within 90 days of hire.
- **3.** After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana shall be required to complete the program once every year thereafter to maintain designation as a "responsible vendor."
- **4.** Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis.

#### C. Additional Training

New Agents will receive employee orientation prior to beginning work with LMCC. Each department manager will provide orientation for Agents assigned to their department. Orientation will include a summary overview of all training modules.

#### D. Records

- Marijuana establishments must 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.
- 2. Training will be recorded and retained in Agents file. Training records will include the signed statement of the individual indicating the date, time, and place training took place, as well as the topics discussed, including the name and title of presenter. Marijuana Establishment Agents will have continuous quality training and a minimum of 8 hours annual on-going training.

#### LMCC, LLC Personnel Policies

Per 935 CMR 500.101(1)(c) and (2)(e), LMCC, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Personnel Records for the Adult Use Marijuana Establishment. It is LMCC, LLC's policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. LMCC, LLC will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by LMCC, LLC to be involved in discriminatory practices are subject to disciplinary action and may be terminated. LMCC, LLC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co- worker, vendor or clients.

Per 935 CMR 500.105(1), LMCC, LLC shall have and follow a set of detailed written operating procedures. LMCC, LLC's operating procedures include, but are not limited to, a staffing plan and staffing records in compliance with 935 CMR 500.105(9); as required in 935 CMR 500.105(1)(h). LMCC, LLC will follow written operating procedures on alcohol, smoke, and drug-free workplace policies; (935 CMR 500.105(1)(j)); A plan describing how confidential information will be maintained; (935 CMR 500.105(1)(k)); and in accordance with 935 CMR 500.105(1)(l), a policy for the immediate dismissal of any marijuana establishment agent who has: 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or 3. 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.

All LMCC, LLC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by LMCC, LLC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(2), all owners, managers and employees of LMCC, LLC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. LMCC, LLC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body;

diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

#### **Energy Compliance Plan**

LMCC, LLC ("LMCC") will work with our construction manager, project manager, architect and engineer to identify as many energy saving strategies as possible and to be if full compliance with the commission's regulations.

LMCC is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. LMCC will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing "smart" thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Increase daylight into work areas
- Minimize night work
- Using Energy Star labeled appliances
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible.

LMCC's cultivation facility will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

LMCC has adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, 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.

LMCC's license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. LMCC's complies with the following minimum energy efficiency and equipment standards:

Our building envelope will meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 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; LMCC will provide documentation required under 935 CMR 500.120(11)(a) in the form of an Energy Compliance Letter as part of the Architectural Review which will include a narrative confirming compliance with the building envelope requirements and the output from COMcheck software used to show building envelope compliance with Massachusetts Building Code, 780 CMR.

In addition, our Horticulture Lighting Power Density (HLPD) will not exceed 36 watts per square foot;

LMCC will provide documentation required under 935 CMR 500.120(11)(b) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:

- A narrative explanation of how the facility complies with 935CMR500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of HLE, number, type, and wattage of all HLE as well as the calculations that show compliance with the HLPD requirements;
- Cutsheets for all HLE to be submitted as part of the Architectural Review;
- Detailed identification of the stamped plans showing the layout of all HLE, which means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, propagation, vegetation, flowering, and harvest);
- Detailed identification of the stamped plans showing the areas considered as HLSF;

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 C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

LMCC will provide documentation required under 935 CMR 500.120(11)(c) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:

- A certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
- Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.
- Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
- Details about energy recovery equipment installed as part of the ventilation system.

• A listing of all odor mitigation equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.

Additionally, LMCC will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

#### LMCC, LLC DIVERSITY PLAN (New - Revised)

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

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

LMCC LLC also attests that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

#### Goals:

1. LMCC will actively pursue diverse applicants and seek to retain a diversified workforce by increasing the number of people of color, women, veterans, persons with disabilities and LGBTQ+ individuals that are employed in the cannabis industry in Massachusetts. We aim to have 50% of our workforce be people of color (40%), women (60%), veterans (30%), persons with disabilities (10%) and LGBTQ+ individuals (10%).

2. LMCC will hire at least 25% among people of color, women, veterans, persons with disabilities and LGBTQ+ individuals to be in management and executive positions and provide essential tools and training to ensure their success in these positions.

3. LMCC, LLC seeks to assist between 1-5 individuals from the following categories: people of color, women, veterans, persons with disabilities and LGBTQ+ individuals in achieving their goal of entering the adult-use marijuana industry in Massachusetts.

4. LMCC, LLC will obtain at least 25% of its supplies, and services from supplies and/or venders that are people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

#### **Programs:**

1. LMCC, LLC will advertise employment opportunities on a monthly basis in publications, at career centers such as MASSHIRE and other mediums such as in the local newspapers, Sun Chronicle and Taunton Gazette stating that the establishment is giving preference to people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

2. LMCC, LLC will participate in as least 2 job fairs a year with a focus on attracting People of color, women, veterans, people with disabilities and LGBTQ+ individuals.

3. LMCC, LLC will establish relationships with organizations that focus on diversity regarding people of color, women, veterans, people with disabilities, and LGBTQ+ individuals and network with these organizations to provide them information on employment opportunities, work within their constituencies for hiring diverse applicants in the cannabis industry and providing

educational trainings and information sessions for individuals interested in joining the cannabis industry.

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

#### **Measurements:**

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

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

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

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