Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100205

Original Issued Date: 07/09/2026

Issued Date: 07/09/2026

Expiration Date: 07/09/2027

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number: PDO103730

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Lucky Green Ladies, LLC

Phone Number: 508-455-1048 **Email Address:** contact@luckygreenladies.com

Business Address 1: 408 Old Colony Rd **Business Address 2:**

Business City: Norton **Business State:** MA **Business Zip Code:** 02766

Mailing Address 1: 820 Pulaski Blvd **Mailing Address 2:**

Mailing City: Bellingham **Mailing State:** MA **Mailing Zip Code:** 02019

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Lesbian, Gay, Bisexual, and Transgender Owned Business

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 99 **Percentage Of Control:** 99

Role: Owner / Partner **Other Role:**

First Name: Alissa **Last Name:** Nowak **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 1 **Percentage Of Control:** 1

Role: Owner / Partner **Other Role:**

First Name: Joann **Last Name:** Nowak **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Lucky Green Ladies, LLC **Entity DBA:** **DBA City:**

Entity Description: Adult-use recreational marijuana delivery operator

Entity Website: www.luckygreenladies.com

Foreign Subsidiary Narrative:

Relationship Description: Lucky Green Ladies, LLC is the marijuana courier licensee. Lucky Green Ladies, LLC is also licensed (MD1282) as a marijuana delivery operator. We are relocating to a new location (408 Old Colony Rd, Norton) and eventually will be decommissioning our operator establishment and license (located at 394 Old Colony Rd, Norton). Lucky Green Ladies, LLC will be the sole owner of the courier license. Lucky Green Ladies, LLC is owned by Alissa Nowak (99%) and Joann Nowak (1%).

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Lucky Green Ladies, LLC **Entity DBA:**

Email: contact@luckygreenladies.com **Phone:** 508-455-1048

Address 1: 394 Old Colony Rd **Address 2:** Unit B Rear

City: Norton **State:** MA **Zip Code:** 02766

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $20000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: Alissa **Owner Last Name:** Nowak **Owner Suffix:**

Entity Legal Name: Lucky Green Ladies NY, LLC **Entity DBA:** Lucky Green Ladies

Entity Description: Cannabis dispensary and home delivery

Entity Phone: 845-933-2525 **Entity Email:** ny@luckygreenladies.com **Entity Website:** https://www.luckygreenladies.com

Entity Address 1: 365 S Wall St **Entity Address 2:**

Entity City: Kingston **Entity State:** NY **Entity Zip Code:** 12401 **Entity Country:** United States

Entity Mailing Address 1: 365 S Wall St **Entity Mailing Address 2:**

Entity Mailing City: Kingston **Entity Mailing State:** NY **Entity Mailing Zip Code:** 12401 **Entity Mailing Country:** United States

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: Joann **Owner Last Name:** Nowak **Owner Suffix:**

Entity Legal Name: Lucky Green Ladies NY, LLC **Entity DBA:** Lucky Green Ladies

Entity Description: Cannabis dispensary and home delivery

Entity Phone: **Entity Email:** **Entity Website:** https://www.luckygreenladies.com

845-933-2525 ny@luckygreenladies.com

Entity Address 1: 365 S Wall St **Entity Address 2:**

Entity City: Kingston **Entity State:** NY **Entity Zip Code:** 12401 **Entity Country:** United States

Entity Mailing Address 1: 365 S Wall St **Entity Mailing Address 2:**

Entity Mailing City: Kingston **Entity Mailing State:** NY **Entity Mailing Zip Code:** 12401 **Entity Mailing Country:** United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Alissa **Last Name:** Nowak **Suffix:**

Marijuana Establishment Name: Lucky Green Ladies 408, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Norton **Marijuana Establishment State:** MA

Individual 2

First Name: Joann **Last Name:** Nowak **Suffix:**

Marijuana Establishment Name: Lucky Green Ladies 408, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Norton **Marijuana Establishment State:** MA

Individual 3

First Name: Alissa **Last Name:** Nowak **Suffix:**

Marijuana Establishment Name: Lucky Green Ladies, LLC **Business Type:** Other

Marijuana Establishment City: Norton **Marijuana Establishment State:** MA

Individual 4

First Name: Joann **Last Name:** Nowak **Suffix:**

Marijuana Establishment Name: Lucky Green Ladies, LLC **Business Type:** Other

Marijuana Establishment City: Norton **Marijuana Establishment State:** MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 408 Old Colony Rd **Establishment Address 2:**

Establishment City: Norton **Establishment Zip Code:** 02766

Approximate square footage of the establishment: 1000 **How many abutters does this property have?:** 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Complaint with Local Bylaws.pdf	pdf	69b18df03ab9c4d1d3aeb4d0	03/11/2026
Executed HCA	25-10-9 executed Delivery HCA for LGL Norton (1).pdf	pdf	69d815c0776bda62e8df0e34	04/09/2026
Executed HCA	HCA signed.pdf	pdf	69d815e1776bda62e8df0e58	04/09/2026
Community Outreach Meeting Documentation	COM_Attestation.pdf	pdf	69dd8e55c17a41acf6183178	04/13/2026
Executed HCA	Fully-Executed First Amendment to HCA_LGL.pdf	pdf	69efbc2ab153eff96499e37d	04/27/2026

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	Attestation Regarding Program 3 Compliance.pdf	pdf	6a07e0af1ab7e496575a870e	05/15/2026
Plan for Positive Impact	Plan to Positively Impact Disproportionately Harmed People.pdf	pdf	6a07e17f1ab7e496575a8744	05/15/2026

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Alissa **Last Name:** Nowak **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Joann **Last Name:** Nowak **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Lucky Green Ladies, LLC **Entity DBA:**

Entity Description: Courier licensee. Operational delivery operator (MD1282)

Phone: 508-455-1048 **Email:** contact@luckygreenladies.com

Primary Business Address 1: 394 Old Colony Rd **Primary Business Address 2:** Unit B Rear

Primary Business City: Norton **Primary Business State:** MA **Principal Business Zip Code:** 02766

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Unemployment Good Standing.pdf	pdf	69b89e96a62eeb32084c529b	03/16/2026
Secretary of Commonwealth - Certificate of Good Standing	MA SOS Good Standing.pdf	pdf	69d84068776bda62e8df2138	04/09/2026
Department of Revenue - Certificate of Good standing	MA DOR Good Standing.pdf	pdf	69efc0d2de73463ce3bb292f	04/27/2026

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	69b89ec9a62eeb32084c532f	03/16/2026
Bylaws	Operating Agreement LGL.pdf	pdf	69b89f05a62eeb32084c5373	03/16/2026

Massachusetts Business Identification Number: 001421318

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan for Lucky Green Ladies.pdf	pdf	6932d7abfe58050a08c9b70c	12/05/2025
Proposed Timeline	Proposed Timeline to Become Operational.pdf	pdf	6932d825fe58050a08c9b72c	12/05/2025
Plan for Liability Insurance	Master 25-26 - Cannabis Control Commission.pdf	pdf	6932d864fe58050a08c9b74c	12/05/2025
Operating Agreement or Articles of Incorporation	Operating Agreement LGL.pdf	pdf	6932de52fe58050a08c9b83d	12/05/2025
Capitalization Table	LGL Capitalization Table.pdf	pdf	6a0388127e8c766abd83d3e4	05/12/2026

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Home Delivery Security Plan.pdf	pdf	6932e4d2fe58050a08c9bd99	12/05/2025
Prevention of diversion	Prevention of Diversion.pdf	pdf	6932e508fe58050a08c9be76	12/05/2025
Storage of marijuana	Storage Plan LGL.pdf	pdf	6932e58678e4c85baa0679b4	12/05/2025
Transportation of marijuana	LGL Transportation Plan.pdf	pdf	6932e660fe58050a08c9bff5	12/05/2025
Inventory procedures	LGL Inventory Procedures.pdf	pdf	6932e6bdfe58050a08c9c07c	12/05/2025
Quality control and testing procedures	LGL Quality Control.pdf	pdf	6932e70bfe58050a08c9c10a	12/05/2025
Personnel policies	LGL Personnel Policies.pdf	pdf	6932e779fe58050a08c9c211	12/05/2025
Dispensing procedures;inactive	LGL Dispensing Procedures.pdf	pdf	6932e7cffe58050a08c9c334	12/05/2025
Record-keeping procedures	LGL Record Keeping Procedures.pdf	pdf	6932e83efe58050a08c9c442	12/05/2025
Maintenance of financial records	Maintenance of Financial Records LGL.pdf	pdf	6932e8b5fe58050a08c9c57c	12/05/2025
Qualifications and training	LGL Qualifications & Intended Training.pdf	pdf	6932e8fdfe58050a08c9c5bd	12/05/2025
Energy Compliance Plan	LGL Energy Efficiency Plan.pdf	pdf	6932e96878e4c85baa0681fd	12/05/2025
Delivery procedures (pursuant to 935 CMR	LGL Delivery Plan.pdf	pdf	69601de32ceff0deae6a1cc1	01/08/2026

500.145)

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 9:30 PM
Tuesday From: 10:00 AM	**Tuesday To:** 9:30 PM
Wednesday From: 10:00 AM	**Wednesday To:** 9:30 PM
Thursday From: 10:00 AM	**Thursday To:** 9:30 PM
Friday From: 10:00 AM	**Friday To:** 9:30 PM
Saturday From: 10:00 AM	**Saturday To:** 9:30 PM
Sunday From: 10:00 AM	**Sunday To:** 9:30 PM

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS
No records found

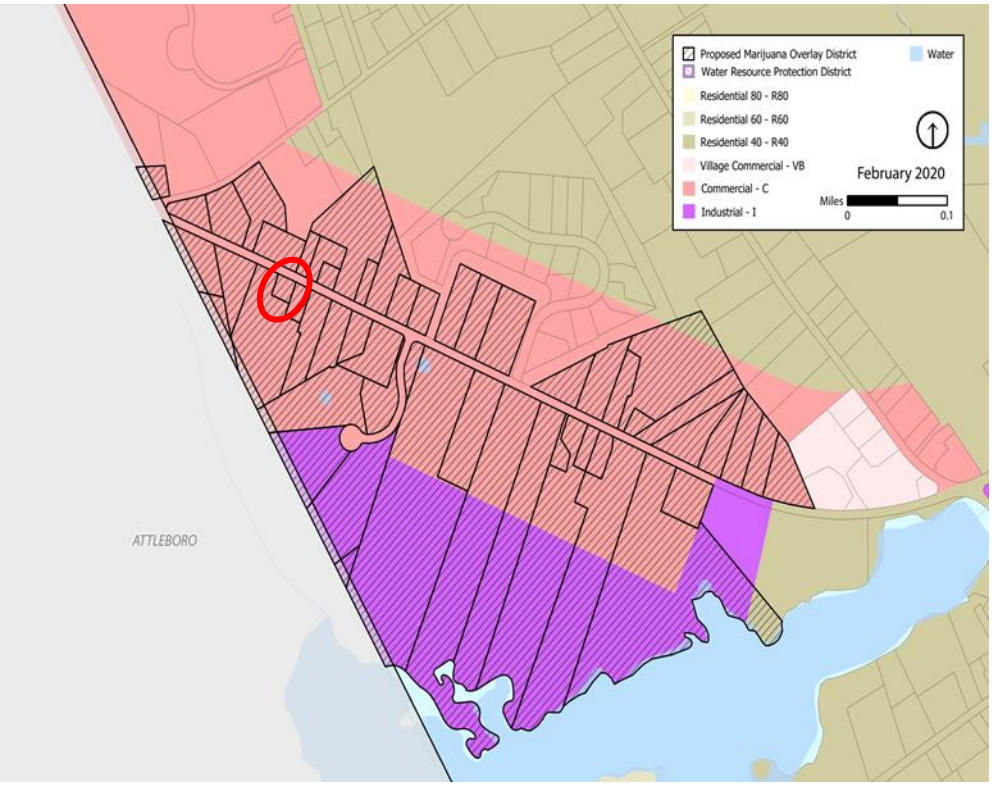
MARIJUANA RETAILER AGREEMENT DOCUMENTATION
No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER
No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION
No documents uploaded

Plan to Remain Complaint with Local Ordinances

Lucky Green Ladies' proposed Marijuana Courier Establishment is located at 408 Old Colony Rd, Norton in the Commercially-Zoned district. In accordance with the Town's Zoning Bylaw Article XXI § 175-21.5 Marijuana Establishments are allowed to locate and operate in the Town of Norton within the Marijuana Overlay District. The Town of Norton requires a special permit and site plan approval be applied for when the applicant has received their provisional license. Lucky Green Ladies will apply for site plan and special permit approval immediately after the provisional license is granted.



Lucky Green Ladies' proposed location is not located on a parcel which is within five hundred (500) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment or MTC is or will be located) of a parcel occupied (a) by a pre-existing public or private school (existing at the time the applicant's license application was received by the Commission) providing education in kindergarten or any of grades 1-12; or (b) by another Marijuana Establishment or MTC facility.

In compliance with the Town's Zoning Bylaw Article XXI § 175-21.5, Lucky Green Ladies will abide by

- Location
- Reporting Requirements
- Issuance/Transfer/Discontinuance of Use

- Testing

As Lucky Green Ladies, LLC has been granted a host agreement by the Town of Norton on November 6th, 2025, we plan to follow the use regulations for permitted use at our 408 Old Colony Rd location, performance standards for security and fire, and special provisions for parking, loading, signs, etc.

Lucky Green Ladies, LLC has reviewed all local codes, ordinances and bylaws as they apply to the physical address of the proposed Marijuana Courier Establishment, and in consultation with attorney and advisors determined that the physical address for the proposed Establishment is in compliance with local codes, ordinances, and bylaws.

We will also continue to communicate with the Town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4/13/26

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 3/14/26

    b. Name of publication: Sun Chronicle

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

    a. Date notice filed: 3/13/26

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

    a. Date notice(s) mailed: 3/17/26

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Lucky Green Ladies, LLC

Name of applicant's authorized representative:

Alissa Nowak

Signature of applicant's authorized representative:

Alissa Nowak

Attachment A

Real Estate



Real Estate Transfers

ATTLEBORO

Buyers	Sellers			
Chestnut St 207 Rlty LLC	Bank St Rt	150 Bank St	02/25/26	$400,000
Henry, Eric	Quigley Sean T Est	93 Parker St	02/25/26	$515,000
Swanton, Corey R	Terry, Richard D	71 Elmwood Ave	02/25/26	$480,000
Mello, Gary R	Mcdevitt, Joseph	29 Fenton Ave	02/26/26	$415,000
Ottmar, Barbara	Buhl, Peter	95 Mechanic St #9	02/26/26	$360,000
Cross, Katherine E	Thompson, Albert	52 Deanville Rd	02/27/26	$525,000

FOXBORO

Buyers	Sellers			
Chery, Claudia	Sawk LLC	11 Goodwin Dr	02/25/26	$1,750,000
Smith, Michael	Walsh, Stephanie	96 Main St #E4	02/25/26	$278,900
Smith, Michael	Walsh, Stephanie	96 Main St #E4	02/25/26	$278,900
27 Mechanic LLC	Sheelleen Reaty T	27 Mechanic St	02/26/26	$250,000
Universal Foxmeadow Farm LLC	29 Wall Street LLC	29 Wall St	02/26/26	$20,375,000
Universal Foxmeadow Farm LLC	29 Wall Street LLC	31 Wall St	02/26/26	$20,375,000
Suess, Jillian	Suess, Douglas P	235 Center St	02/27/26	$275,033

MANSFIELD

Buyers	Sellers			
Eom, Junghyeon	Mkeon, James R	571 Ware St	02/26/26	$610,000
Noddin, Linwood A	Hi Teach Propeties LLC	218 Spring St	02/27/26	$550,000

NORFOLK

Buyers	Sellers			
Eykel, Glen R	Eykel Irt	47 Needham St	02/25/26	$600,000
Orourke, John	Cooley William M Est	53 Wildwood Rd #53	02/27/26	$780,000

NORTH ATTLEBORO

Buyers	Sellers			
Charbonneau, Noel Joseph	Liu, Xipemg	5 Arthur Collins Cir	02/26/26	$725,000
Myette, Lisa Beth	Bottomley, Deborah C	364 Hickory Rd	02/26/26	$1,795,000
Oday, Michelle	Bright Ft	212 Fisher St #B7	02/26/26	$250,000
Fusion Investments LLC	J&G Realty Invs LLC	20-22 Orne St	02/27/26	$1,600,000
Lefebvre, Megan T	Taylor, F David	54 Jackson St	02/27/26	$550,000
Nestor, Wilson Max	Almontes, Franky	740 Allen Ave	02/27/26	$654,900
Potter, Timothy R	Demeris, George K	12 Frederick A Nittle Dr	02/27/26	$640,000
Provost, Roland	Heritage Vlg Prtnrshp LLC	711 Mt Hope St #13	02/27/26	$597,300
Stormfield Spv Iv LLC	Stormfield Spv I LLC	19 Mendon Rd	02/27/26	$485,000
Sully-Paul, Marjorie	Boudreau, Jonathan M	807 Paine Rd	02/27/26	$765,000

NORTON

Buyers	Sellers			
Neary, Jessica P	Robery, Stephen C	1 Robin Cir #2	02/24/26	$405,000
Robery, Stephen	J T Jr & K L Blanchard Ft	135 S Washington St	02/25/26	$857,000
Emanuel, Nicholas	Talavera, Samuel	132 S Washington St #1	02/26/26	$410,000
Murphy, Robert	Moitoza Nt	34-R Pine St	02/27/26	$340,000

PLAINVILLE

Buyers	Sellers			
Ketz, Kristina	Ketz, John	391 South St	02/27/26	$400,000

REHOBOTH

Buyers	Sellers			
Anderson, Arlene	Sh End Phase LLC	68 Sophia Dr	02/25/26	$717,375
Gouin, Kevin	Morris Frederick L Est	149 Broad St	02/25/26	$405,000
Stage Point Fund LLC	Stage Point Fund LLC	40 Starr Ln	02/26/26	$1,000,000
Tawfeq, Zina	Rodrigues, Nathaniel F	14 Mine Brook Rd	02/26/26	$700,000
Dumontier, Paul	Us Bank Na	31 Woodland Way	02/27/26	$492,500
Palmer, Virginia L	Gately, Edward J	36 Columbine Rd	02/27/26	$1,199,000
Williams, Kirk M	Williams, Lori J	123 Hornbine Rd	02/27/26	$526,000

SEEKONK

Buyers	Sellers			
Nicks, Raheem	Ferreira, Jared Devin	51 Roosevelt St	02/23/26	$520,000
Huyler, John C	Daniel M Leite Ft	420 Chestnut St	02/27/26	$955,000

TAUNTON

Buyers	Sellers			
Peter E & K B Federman T	Banks, Monica	56 Silver St	02/25/26	$425,000
Winthrop 424 LLC	Bornstein, Barnett	424 Winter St	02/26/26	$475,000
Beath Proprties LLC	Dd Rt	16 Clinton St	02/27/26	$860,000
Clinton, Carmel B	Dos Reis, Christine S	63 Vaillancourt St	02/27/26	$750,000
Cohen, Amber	Fitts, John	1559 Bay St #53	02/27/26	$375,000
Jean, Witly	Milot, William J	8 N Walker St	02/27/26	$560,000
Lafrance, Keith C	Freitas, Antonio M	16 Perry Ave	02/27/26	$488,000
Powell, Sheena-Gail	Clarewood Homes Inc	23 Couch St	02/27/26	$557,400
Wencis, Edward	Silveira, Samantha	110 Dean St #93	02/27/26	$380,000

WRENTHAM

Buyers	Sellers			
Johnston Properties LLC	285 Dedham Street Rt	285 Dedham St	02/26/26	$1,500,000
Johnston Properties LLC	285 Dedham Street Rt	287 Dedham St	02/26/26	$1,500,000
Town Of Wrentham	Collins, Eleanor C	2095 West St	02/26/26	$2,500,000
Bocanegra, Michael	Tamahira LLC	15 Hillcrest Rd	02/27/26	$594,000
Diplacido Dev Corp	Lillian S King Ret	Franklin St #1A	02/27/26	$237,500
Diplacido, Matthew	Lillian S King Ret	Franklin St #2A	02/27/26	$237,500



Real Solutions for Real Estate

Commercial & Residential Listings
Open House Listings
Agents & More

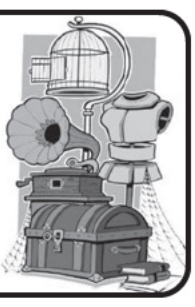
Helping you find the property of your dreams.
508-222-7018 • thesunchronicle.com

THE SUN CHRONICLE

GRANDMA'S Attic

Featuring:
• items for sale
• items wanted

Every Monday, Wednesday & Saturday



GRANDMA'S ATTIC
FREE PALLETS –Solid, heavy duty pallets, good for DIY, wood burning, storage etc. Call Lynn 508-837-5607.

GRANDMA'S ATTIC WANTED
WANTED - ANTIQUES/VNTG ITEMS/ESTATE Toys, tools, etc. Will look attic-bsmt. Professional Eric 508-216-3640.

THE SUN CHRONICLE
Sell, trade or find your treasures

Print your ad in the squares above (including phone number), allowing one square for each letter, space and punctuation marks. **Selling price needs to be included in ad copy. One item per ad.**

Items selling for:
$0-$100 .....$3
$101-$300 .....$5
$301-$500 .....$7
Wanted $7
Private Party Only.
No Businesses, Please.
*Some Restrictions Apply

Name
Address
Phone

THE SUN CHRONICLE 34 SOUTH MAIN ST., ATTLEBORO, MA 02703

LEGALS

South St.

TOWN OF PLAINVILLE
Select Board

NOTICE OF PUBLIC HEARING

The Plainville Select Board will hold a Public Hearing on **Wednesday March 25, 2026** at 6:30 pm in the Plainville Town Hall, 190 South Street, 1st floor meeting room. All interested parties are invited to attend. This is in response to a joint petition from **Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc.** for permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

South St

Install 1 JO Pole on South St. National Grid is proposing to install a new Midspan Pole, P90-50, at approximately 66ft South of P91 on South St.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked South St - Plainville, Massachusetts.

No.# 31247149

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE SELECT BOARD
Brian Kelly
Jeffrey Johnson
Maggie Clarke
03/14/2026

Need to place a Legal Notice?

Send us an email at
legals@thesunchronicle.com
Monday-Friday 10am-3pm
We will be happy to walk you through the process

THE SUN CHRONICLE

follow us on
thesunchronicle.com

AUTO WANTED

WANTED Junk or Unwanted Cars or Trucks. Will pick up & pay $$$ FOGERTY'S TOWING & AUTO SALVAGE. NORTON. Call 508-285-7440.

BUSINESS SERVICES

Four Seasons Carpentry
New Construction, Additions, Home Improvement. Lic./Ins. 508-455-1455

MJC PLASTERING, INC.
Plaster & blue board installation. Rehab & new const. Ins. Mike **508-838-6272**

GENERAL HELP WANTED

EXP. CLASS A OR B CDL DRIVER - For small family owned paving company in Walpole. Must be able to drive standard shift truck, operate commercial vehicles, trailers or other specified vehicles, in compliance with laws & regs. Safely secure load, transport and unload cargo. $27-$30/hr. 2-5 yrs. exp. EM: resume to dfoulds@jlmustopaving.com.

New Pet Grooming/Boarding Business in Foxboro/Walpole area is looking for an EXPERIENCED GROOMER with management experience. This is a full time position and will require weekends and some evenings (which includes staying overnight). A drivers license is a must as there will be transport for pets as well. Great pay with benefits. Serious applicants only. Please contact lp_berardi@comcast.net.

GARAGE/ YARD SALES/ FLEA MARKETS

ANNUAL SPRING RUMMAGE SALE
2026

at Central Congregational Church

115 Commonwealth Ave.
2nd Floor/Hall
Attleboro Falls, MA

Featuring Gently worn Mens, Womens and Childrens Clothing, Shoes and Accessories, Books, CDs, DVDs, Kitchen Wares, Seasonal Decorations, Kids Toys, Games, Puzzles, Linens, Small Household Items, Knick-Knacks, Baby Items, and so much more!

~ SALE DATES ~

Thursday, March 19th
from 9am - 6pm

Friday, March 20th
from 10am - 3pm

Saturday, March 21st
from 9am - 1pm

APARTMENTS, UNFURNISHED

ATTLEBORO
Near center, w/w, kitchen privileges. $100 & up per wk.
508-822-8982

CONDOS/ TOWNHOUSES FOR RENT

ATTLEBORO – 4rm., 2 bdrm. Townhouse, unfinished bsmnt w/washer dryer hookup. No smoke, no pets. 508-272-0334

LEGALS

Old Colony Rd.

NOTICE

Notice is hereby given that LUCKY GREEN LADIES, LLC will hold a Community Outreach Meeting for a proposed Adult-Use Marijuana Courier Delivery Business on **Monday, April 13th, 2026 at 6:30pm** at the Norton Public Library. The address is 68 East Main Street, Norton, MA, 02766.

The purpose of this public meeting is to provide interested parties with an opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. The proposed site is 408 Old Colony Rd, Norton, MA, 02766.

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit https://drive.google.com/drive/folders/1Vidj43-BWQePnu9ukh1a35L74HLZwLZD.

You will have an opportunity to ask questions and provide feedback prior to and during the meeting at the conclusion of the presentation.

If you have a question you would like to submit prior to the meeting, please email contact@luckygreenladies.com with the subject line "Norton Community Outreach Meeting" no later than 1:00pm on Friday, April 10th, 2026.
03/14/2026



Check out Pet Day every Monday in The Sun Chronicle.

Call 508-222-4091 or visit thesunchronicle.com to subscribe.
What Matters.

Attachment B

Lucky Green Ladies, LLC
408 Old Colony Rd
Norton, MA, 02766

NORTON TOWN CLERK
2026 MAR 13 AM 9:40

03/11/2026

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

Notice is hereby given that LUCKY GREEN LADIES, LLC will hold a Community Outreach Meeting for a proposed Adult-Use Marijuana Courier Delivery Business on **Monday, April 13th, 2026 at 6:30pm** at the Norton Public Library. The address is 68 East Main Street, Norton, MA, 02766.

The purpose of this public meeting is to provide interested parties with an opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. The proposed site is 408 Old Colony Rd, Norton, MA, 02766.

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit https://drive.google.com/drive/folders/1Vidj43-BWQePnu9ukh1a35L74HLZwLZD.

You will have an opportunity to ask questions and provide feedback prior to and during the meeting at the conclusion of the presentation.

If you have a question you would like to submit prior to the meeting, please email contact@luckygreenladies.com with the subject line "Norton Community Outreach Meeting" no later than 1:00pm on Friday, April 10th, 2026.

Sincerely,

Alissa Nowak

Alissa Nowak
Owner,
Lucky Green Ladies, LLC

Attachment C

Town of Norton
72 East Main Street
Norton, Ma 02766
www.nortonma.org

TEL 508-285-0270

Office Staff
Denise Ellis, MAA Director of Assessing
Felicia Noonan, Assessing Technician
Kelly Malone, Assessing Clerk

Board of Assessors
Richard Dorney, Chairperson
Michael Masone, Clerk
Lukas Rei, Member

CERTIFIED ABUTTERS LIST

Date:	March 16, 2026
Location:	408 Old Colony
Map/Parcel:	20/63
Owner(s) of Record (as of January 1, 2026):	LGL MA RE LLC
Mailing Address:	386 Ingrassia Middletown, NY 10940
Book/Page	28209/299
Board Prepared For:	Zoning
Applicant:	Alissa Nowak
Phone:	845-325-2874
Email:	alissamnowak@gmail.com

In accordance with Section 11, Chapter 40A, as amended, we hereby certify that based on the records of this office and to the best of our knowledge and belief, the attached list are the names and addresses of the abutters to the above referenced property.

TOWN OF NORTON ASSESSOR'S DEPARTMENT

Kelly Malone
Assessing Clerk

TOWN OF NORTON, MA
BOARD OF ASSESSORS
72 E. MAIN ST. NORTON MA 02766

Town of NORTON Abutters Within 300 feet of Parcel 20/63/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2444	20-54-0-R	[redacted]	[redacted]	[redacted]	CHARTLEY	MA	02712
2445	20-55-0-R				CHARTLEY	MA	02712
2446	20-57-0-R				NORTON	MA	02766
2447	20-58-0-R				NORTON	MA	02766
2448	20-63-0-R				MIDDLETOWN	NY	10940
3853	26-45-0-R				MIDDLEBORO	MA	02346
4376	20-49-0-R				NORTON	MA	02766
4377	20-49-01-0-R				EASTON	MA	02375
4379	20-51-01-0-R				NORTON	MA	02766
4380	20-52-0-R				NORTH EASTON	MA	02356
4381	20-56-0-R				NORTH DIGHTON	MA	02764
4382	20-59-0-R				NORTON	MA	02766
4384	20-61-0-R				NORTON	MA	02766
4385	20-65-0-R				PLAINVILLE	MA	02762
4386	20-64-0-R				NORTON	MA	02766
8253	20-173-0-R				PLAINVILLE	MA	02762

[redacted]

20-54-0-R

20-58-0-R

20-49-0-R

20-52-0-R

20-61-0-R

LLC

20-173-0-R

[redacted]

20-55-0-R

20-63-0-R

49-01-0-R

20-56-0-R

20-65-0-R

[redacted]

20-57-0-R

26-45-0-R

20-51-01-0-R

20-59-0-R

20-64-0-R

02712

Pat: avery.com/patents

Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up™

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Plan to Positively Impact Disproportionately Harmed People
Lucky Green Ladies, LLC

Lucky Green Ladies (LGL) proposes the following measurable goals and programs for its Plan to Positively Impact Disproportionately Harmed People in accordance with 935 CMR 500.105(4). The goals and programs are specifically designed to address barriers faced by individuals from Areas of Disproportionate Impact, including but not limited to Mansfield and Taunton, Massachusetts, as well as participants in the Social Equity Program (SEP) and Economic Empowerment (EE) Program.

Goal 1 – Employment and Workforce Development

Goal:

Increase employment opportunities and reduce barriers to entry in the adult-use marijuana industry for individuals from Areas of Disproportionate Impact, including Mansfield and Taunton residents, individuals with prior drug convictions, and individuals from disadvantaged backgrounds.

Measurable Objectives:

- Ensure that at least 25% of all new hires annually are residents from Taunton.
- Ensure that at least 25% of all new hires annually are residents from Mansfield.
- Ensure that at least 25% of all new hires annually are individuals from Areas of Disproportionate Impact.
- Ensure that at least 25% of all new hires annually are individuals with prior drug convictions.

Barriers Addressed:

- Previous drug convictions or incarceration
- Disadvantaged socioeconomic background
- Lack of reliable transportation
- Limited education or industry knowledge
- Lack of employment opportunities in the cannabis industry

Program 1 – Hiring and Workforce Recruitment Program

Lucky Green Ladies will implement a targeted hiring and workforce recruitment program designed to provide meaningful employment opportunities to individuals from disproportionately impacted communities.

Program Details:

Frequency and Duration:

- Recruitment efforts will occur year-round.
- Job postings will remain continuously available on the Lucky Green Ladies website.
- Hiring outreach campaigns will occur at least quarterly.
- Interviews and recruitment events will occur as positions become available.

Target Audience:

- Residents of Taunton and Mansfield
- Residents of Areas of Disproportionate Impact
- Individuals with prior drug convictions

- Participants in the Social Equity Program and Economic Empowerment Program
- Individuals facing systemic barriers to employment

Recruitment and Outreach Methods:

Lucky Green Ladies will market employment opportunities through:

- The Lucky Green Ladies website with permanently posted job opportunities
- Social media platforms including community Facebook groups in Taunton and Mansfield
- Outreach to local workforce development organizations
- Outreach to Social Equity Program and Economic Empowerment Program participants
- Requests to the Cannabis Control Commission to share opportunities with SEP and EE participants
- Partnerships with local colleges and community organizations
- Flyers distributed in local community centers, libraries, and workforce offices when permitted

Program Activities:

- Provide priority consideration for applicants from Taunton and Mansfield
- Encourage applications from individuals with prior marijuana-related convictions
- Provide on-the-job training and mentorship for entry-level employees
- Train employees in cannabis regulations, responsible vendor practices, customer service, delivery operations, compliance, and inventory management
- Provide opportunities for advancement into leadership roles within the company

Expected Positive Impact:

This program is intended to reduce unemployment barriers and increase access to stable employment opportunities in the cannabis industry for individuals disproportionately harmed by previous marijuana prohibition policies.

Goal 2 – Cannabis Education, Entrepreneurship, and Mentorship

Goal:

Provide cannabis industry education, entrepreneurship training, organizational skills development, and mentorship opportunities to individuals and businesses facing systemic barriers, including participants in the Social Equity Program and residents of Areas of Disproportionate Impact.

Measurable Objectives:

- Conduct at least 50 hours of educational seminars annually.
- Conduct at least 20 educational seminar sessions annually.
- Provide educational seminar access to up to 50 participants per session.
- Provide one-on-one mentorship opportunities to at least two individuals annually.
- Track participation from residents of Taunton, Mansfield, and Areas of Disproportionate Impact.

Program 2 – Cannabis Educational Seminar and Mentorship Program

Lucky Green Ladies will provide educational seminars and mentorship opportunities focused on cannabis business operations, entrepreneurship, and industry compliance.

Program Details:

Frequency and Duration:

- Educational seminars will occur 20 times annually.
- Each seminar session will last approximately 2.5 hours.
- Total educational programming will equal at least 50 hours annually.
- One-on-one mentorship opportunities will be offered throughout the year.

Format:

- Educational seminars will primarily be conducted virtually to increase accessibility.
- Mentorship meetings may occur virtually or in person.

Target Audience:

- Social Equity Program participants
- Economic Empowerment Program participants
- Residents from Areas of Disproportionate Impact including Taunton and Mansfield
- Individuals interested in entering the cannabis industry
- Individuals facing systemic barriers to business ownership or employment

Seminar Marketing and Outreach:

Lucky Green Ladies will market the educational seminars through:

- Announcements on the Lucky Green Ladies website
- Social media postings on Facebook, Instagram, and LinkedIn
- Outreach to SEP and EE participants
- Collaboration with community organizations and workforce development groups
- Outreach to local colleges and entrepreneurship programs
- Flyers distributed digitally and physically where permitted
- Email outreach campaigns to interested participants and partner organizations
- Requests to the Cannabis Control Commission to notify SEP and EE participants of available seminars

Registration Process:

- Seminars will be open to up to 50 participants per session.
- Priority registration will be given to residents of Taunton and Mansfield and participants from Areas of Disproportionate Impact.
- Participants must register in advance.

Educational Topics:

Marijuana Home Delivery Training:

- CCC application and licensing process
- Navigating cannabis regulations
- Business compliance requirements
- Standard operating procedures
- Personnel policies
- Facility design and build-out
- Location selection and zoning considerations
- Municipal approval and Host Community Agreements
- Community outreach meetings
- Security requirements
- Hiring and Responsible Vendor Training

- METRC training and inventory management

Marijuana Business Training:

- Business entity formation (LLC, Corporation, etc.)
- Registering a business with the Massachusetts Secretary of State
- Maintaining good standing requirements
- Business plan development
- Recordkeeping and financial management
- Raising capital and funding opportunities
- Marketing and advertising compliance
- Accounting and bookkeeping practices
- Entrepreneurship and organizational development

Mentorship Services:

- One-on-one mentorship for aspiring cannabis entrepreneurs
- Guidance on licensing and operational planning
- Business organization and management support
- Compliance and regulatory guidance
- Career coaching and professional development

Expected Positive Impact:

This program is intended to increase educational access, reduce barriers to entrepreneurship, and provide practical cannabis industry knowledge to individuals and communities disproportionately harmed by marijuana prohibition.

Program 3 – Community and Educational Partnerships

Lucky Green Ladies will partner with educational institutions and community organizations to expand educational access and mentorship opportunities.

Program Details:

Partnership Activities:

- Collaborate with Wheaton College and interested students on educational programming
- Support seminars related to cannabis home delivery, cannabis business training, and CORI sealing or expungement resources
- Work with local organizations to identify participants from disproportionately impacted communities

Frequency and Duration:

- Partnerships and collaborative activities will occur throughout the year.
- Joint educational initiatives will be offered annually or as opportunities arise.

Target Audience:

- College students
- SEP and EE participants
- Residents from Areas of Disproportionate Impact
- Individuals seeking entrepreneurship education and workforce development

Revised Updates – Plan to Positively Impact Disproportionately Harmed People

These revisions address the Cannabis Control Commission comments regarding Program 3 – Community and Educational Partnerships.

Goal 3 – Community and Educational Partnerships

Goal:

Expand educational access, workforce development opportunities, and entrepreneurship education for individuals from Areas of Disproportionate Impact, Social Equity Program participants, Economic Empowerment Program participants, and other disproportionately harmed communities through partnerships with community organizations and educational institutions.

Measurable Objectives:

- Conduct at least two collaborative educational or mentorship initiatives annually with community organizations or educational institutions.
- Provide educational programming access to at least 25 individuals annually through partnership initiatives.
- Ensure that all partnership programming complies with 935 CMR 500.105(4), including all advertising, marketing, and sponsorship restrictions directed toward individuals under twenty-one years of age.
- Prioritize participation opportunities for SEP participants, EE participants, and residents from Areas of Disproportionate Impact.
- Track participation and outreach efforts associated with partnership activities annually.

Barriers Addressed:

- Limited access to cannabis industry education
- Lack of mentorship and entrepreneurship resources
- Limited professional networking opportunities
- Economic barriers to entering the cannabis industry
- Lack of workforce development resources in disproportionately impacted communities

---

Measurement and Reporting

Lucky Green Ladies will annually document and report the following metrics upon license renewal and each year thereafter:

1. Number of educational seminars conducted annually
2. Total number of seminar participants annually
3. Number of participants from Taunton and Mansfield
4. Number of participants from Areas of Disproportionate Impact
5. Number of SEP and EE participants served
6. Number of individuals receiving one-on-one mentorship
7. Number of Taunton residents hired annually
8. Number of Mansfield residents hired annually
9. Number of residents from Areas of Disproportionate Impact hired annually
10. Number of individuals with prior drug convictions hired annually
11. Number of individuals who advanced into leadership positions or pursued cannabis business opportunities following participation in the programs

Additional Notes

- Lucky Green Ladies acknowledges that the progress and success of this Positive Impact Plan must be documented upon renewal and annually thereafter.
- Lucky Green Ladies will adhere to all applicable Cannabis Control Commission regulations, including 935 CMR 500.105(4) and advertising and marketing restrictions.
- Lucky Green Ladies understands that all programs and actions undertaken pursuant to this plan must comply with all applicable state laws and Commission regulations regarding ownership, control, and operations.
- Lucky Green Ladies will review this plan annually and make reasonable updates to improve effectiveness and community impact.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001421318

1. The exact name of the limited liability company is: LUCKY GREEN LADIES, LLC

2a. Location of its principal office:
No. and Street: 820 PULASKI BLVD
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 820 PULASKI BLVD
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THIS ENTITY IS FORMING TO SEEK LICENSURE FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ALISSA NOWAK
No. and Street: 820 PULASKI BLVD
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
MANAGER	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

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

Title	Individual Name	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	NICK OBOLENSKY	128 DORRANCE ST,,6TH FLOOR PROVIDENCE, RI 02903 USA
SOC SIGNATORY	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
SOC SIGNATORY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

9. Additional matters:
NONE

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of January, 2020,
ALISSA NOWAK

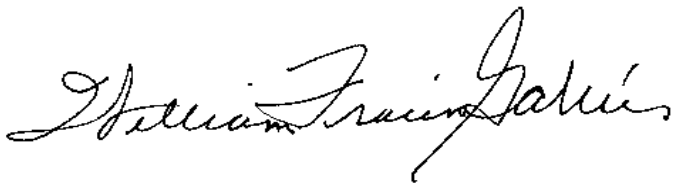
(The certificate must be signed by the person forming the LLC.)

© 2001 - 2020 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

January 21, 2020 11:12 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

LUCKY GREEN LADIES, LLC

A COMMONWEALTH OF MASSACHUSETTS LIMITED LIABILITY COMPANY

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

LUCKY GREEN LADIES, LLC

a Commonwealth of Massachusetts Limited Liability Company ("the Company") is entered into and shall be effective as of September 5th, 2023 by and among the Company and each of the Member of the Company executing this Limited Liability Company Operating Agreement ("Agreement").

For and in consideration of the mutual convenience herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement, made pursuant to *Massachusetts General Laws Annotated, Part I. Administration of the Government, Title XXII. Corporations, Chapter 156C. Limited Liability Company Act*, cited as the *Massachusetts Limited Liability Company Act*, M.G.L.A. 156C § 1 *et seq.*, as amended from time to time (the "Limited Liability Company Act," "Law" or "Act") do hereby agree to the terms and conditions of this Agreement. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Agreement, and that no Member shall be liable to the Company or to any other Member or Members for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members and the Company do hereby agree that the duties and obligations imposed on the Members of the Company as set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of any common, federal or state law or regulation to the contrary. Each Member agrees to be bound by all the terms and conditions of this Agreement and the formation certificates or Articles/Certificate of Organization. This Operating Agreement shall be subject to the Limited Liability Company Act.

Each Member acknowledges that the interests in the Company have not been registered under the Securities Act of 1933 or the laws of [1] governing the sale of securities, or the securities laws of any other state, because the Company is issuing interests in reliance upon the exemption from the registration requirements of such laws providing for non-public offerings. The Company has relied upon representations of the Members that each is acquiring the interest for investment purposes and not resale or distribution to others. Each Member has been furnished all information regarding the interests and warrant and represent that the Member has the experience and sophistication as an investor adequate for evaluation of the merits and risks of investment in the Company.

*This document has been prepared from standard compilations West's [2] Statutes Annotated, [2] Revised Statutes, Title 12. Corporations and Associations, Chapter 22. Limited Liability Companies, cited as *[2] Limited Liability Company Law*, [insert] et seq.
This document is drafted for the basic L.L.C. managed by either Members or Managers-Members. If other management is desired modifications will need to be made. Due to statutory changes and special client considerations, each user should confirm the statutory accuracy of these provisions for the L.L.C.

ARTICLE I
Definitions

SECTION 1.1. For purposes of this Operating Agreement, and unless the context indicates otherwise, the word or words set forth below and in other provisions hereof within quotation marks shall be deemed to have the meaning set forth below or in such provision:

A. "Additional Member" - A Member, other than an Initial Member, who has acquired a Membership Interest from the Company.

B. "Admission Agreement" – The agreement with an Additional Member and the Company.

C. "Articles/Certificate" - The formation documents and Certificates filed with the Secretary of State.

D. "Assignee" - The transferee of a Member's Membership Rights.

E. "Admission Agreement" - The Agreement between an Additional Member and the Company as described in this Agreement.

F. "Bankrupt Member"- A Member who has filed a petition commencing a voluntary case under the Bankruptcy Code; a general assignment by a Member for the benefit of creditors; an admission in writing by a Member of his or her inability to pay his or her debts as they become due, the filing by a Member of any petition or answer in any proceeding seeking for himself or herself, or consenting to, or acquiescing in, any insolvency, receivership, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or the filing by a Member of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of the petition filed against him or her in any such proceeding; the seeking or consenting to, or acquiescence by a Member in, the appointment of any trustee, receiver or liquidator of him or her, or any part of his or case under the Bankruptcy Code, or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within 60 days.

G. "Certificate" - The Articles/Certificate of Organization as properly adopted and amended from time to time by the Members and other documents filed with the Secretary of State.

H. "Dissolution" - Those events of dissolution set forth herein and (1) In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee); (2) in the case of a Member that is a partnership, the dissolution and commencement of winding up of the partnership; (3) in the case of a Member that is a corporation, the filing of a Certificate of Dissolution, or its equivalent, for the corporation or its equivalent, for the limited liability Company, or the involuntary dissolution by a non-appealable order of a court; or (4) in the case of an estate, the distribution by the fiduciary of the estate's entire Membership Interest.

I. "Initial Member" - Those persons identified on Schedule A attached hereto and made a part hereof by this reference who have executed this Agreement.

J. "Member" - Each of the persons signatory hereto either by signing this Agreement or agreeing to be obligated by the terms of this Agreement and any other person or persons who may subsequently be designated as a Member of this Company pursuant to the terms of this Agreement.

K. "Membership Interest" - The share of profits and losses, gains, deductions, credits, cash, assets, and other distributions (liquidations and otherwise) and allocations of a Member or, in the case of an Assignee, the rights of the assigning Member.

L. "Membership Rights" - The rights of a Member which are comprised of a Member's (1) Membership Interest, and may or may not be comprised of a Member's right to (2) vote and (3) participate in the management of the Company, if so specified herein.

M. "Notice" - Notice shall be in writing as set forth herein.

N. "Person" - An individual, business entity, business trust, estate, trust, association, joint venture, government, governmental subdivision or agency or any other legal or commercial entity.

O. "Resignation" - The decision or determination of a Member to no longer continue as a Member.

P. "Retirement" - The withdrawal of a Member or Manager from the Company upon such times and events as are provided in this Agreement which will permit withdrawal of a Member without violating or breaching the terms of this Agreement.

Q. "Substitute Member" - An Assignee or other person who has admitted to all of the rights of membership pursuant to this Agreement.

ARTICLE II
Organization of the Company

SECTION 2.1. BUSINESS OF THE COMPANY.
The Company may engage in any lawful business for which limited liability companies may be organized in the State of [1], or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority and power to do all things necessary or convenient to accomplish its purpose and operate the business as described herein. The terms of this Agreement and the laws of the State of [1] shall govern the operation of this Company.

SECTION 2.2. COMPANY NAME.
The Company name shall be as set forth above. The Members shall be Members in the Company and shall continue to do business under the name, as permitted by law, until the name of the Company or the Company shall terminate.

SECTION 2.3. PRINCIPAL OFFICE.
The principal office of the Company shall be located in the State of the Commonwealth of Massachusetts at 820 PULASKI BLVD, BELLINGHAM, MA or such other place or places as the Members or Managers, as the case may be, may determine from time to time. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.4. REGISTERED AGENT FOR SERVICE OF PROCESS.
There must be at least one registered agent for the service of process for the Company and the registered office shall be that person and location set forth in the Articles/Certificate or Certificate(s) as filed in the office of the Secretary of State. The Members or Managers, may, from time to time, change the registered agent or office through appropriate Certificate filings with the Secretary of

State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members or Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Members shall fail to designate a replacement registered agent or change of address of the registered office, any Member or Manager may designate a replacement registered agent or file a notice of change of address.

SECTION 2.5. DURATION.
The Company is formed as of the date when the Articles/Certificate become effective and will continue to exist in perpetuity or until such time as set forth in the Articles/Certificate. The Company shall dissolve and its affairs should be wound up in accordance with the Act and this Agreement, except that the Company may terminate prior to such date as provided in this Agreement.

SECTION 2.6. TAX STATUS.
The Company shall be treated as partnership for federal and the Commonwealth of Massachusetts tax purposes unless classified otherwise for federal income tax purposes. If so otherwise classified for federal tax purposes, the Company shall be classified in the same manner for the Commonwealth of Massachusetts tax purposes. Capital accounts of the Company shall be maintained in accordance and consistent with United States Internal Revenue Code § 704 and the regulations thereunder, as amended from time to time.

SECTION 2.7. FISCAL YEAR.
The fiscal and tax year for the Company shall be the calendar year ending on December 31 of each year.

ARTICLE III
Members

SECTION 3.1. NUMBER OF MEMBERS.
There shall be at least one Member.

SECTION 3.2. ORIGINAL MEMBERS.
The original Members of the Company shall be those persons who have signed this Agreement and are admitted as a Member of the Company upon the later occurrence of either (a) the formation of the Company or (b) the time provided in and upon compliance with the Articles/Certificate or this written Agreement. If neither so provides, then (c) a person is admitted as a Member when their admission is reflected in the records of the Company.

SECTION 3.3. ADDITIONAL MEMBERS.
Subsequent to formation, a person acquiring an interest directly from the Company is admitted as a Member (an "Additional Member") at the time provided in and upon compliance with the Articles/Certificate and any written agreement. If neither should so provide, then such Additional Member is admitted upon the consent of all Members and when the person's admission is reflected in the records of the Company. Any additional Members shall be reflected on Schedule A, at which time they shall become Members of record.

SECTION 3.4. MEETINGS OF MEMBERS.
All meetings of the Members shall be held at such place within or without the State of Commonwealth of Massachusetts as shall be designated from time to time by the Members or Managers and stated in the notice of the meeting.

SECTION 3.5. ANNUAL MEETING.
The annual meeting of the Members shall be held on the first Monday in the month of March in each year beginning with the year in which the Company was organized, at the hour of 11 o'clock in the A.M., for the purpose of electing Manager and, if necessary, Officers, and for the transaction of other business as may come before the meeting. If the day fixed for such meeting in a legal holiday in the State of [1], such meeting shall be held on the next succeeding business day. If such election shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of Members as soon thereafter as such meeting may be conveniently.

SECTION 3.6. SPECIAL MEETING.
A special meeting to conduct the business of the Company may be called at any time by any Manager of the Company upon at least two (2) days' notice. Upon at least two (2) days' notice, a special meeting may be called by twenty-five (25) percent of the Members of the Company, or by any Members owning at least twenty-five (25) percent of the Members' Interest in the Company.

SECTION 3.7. NOTICE OF MEETING.
Written or electronic notice stating the date, time and place of the meeting and, in the case of a special meeting, purpose for which the meeting is called, shall be delivered not less than two (2) days prior to the meeting if communicated personally or five (5) days if communicated by mail, nor more than fifty (50) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid, addressed to the Member at the address appearing on the records of the Company.

SECTION 3.8. WAIVER OF MEETING
Written waiver of notice of the meeting, signed by the Member entitled to the notice or attendance at the meeting waives any objection to the lack of notice or defective notice, unless attendance at the meeting was solely for the purpose of objecting to the meeting.

SECTION 3.9. QUORUM.
Except as otherwise provided by law, the Articles/Certificate of Organization or this Agreement, the holders of a majority of the interests issued, outstanding and entitled to vote thereafter, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote present in person or represented by proxy, shall have the power to adjourn the meeting, until a quorum shall be present or represented. Such adjourned meeting at which a quorum shall be present or represented, shall constitute the meeting as originally notified.

SECTION 3.10. VOTE.
When a quorum is present at any meeting, the vote of the holders of a majority of the interests having voting power present, in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Act or the Articles/Certificate of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

SECTION 3.11. MEMBERS VOTING RIGHTS.
Unless stated otherwise by Law, the Articles/Certificate or this Agreement, each Member shall be entitled to one vote weighted in proportion to the Member's respective per capita interest in the Company as reflected in Schedule A hereto, as amended from time to time. For purposes of this Agreement, the term "majority of the Members" shall mean the majority of the ownership interest percentage of the Company as determined by the records of the Company on the date of the action.

SECTION 3.12. MEMBERS ONLY POWERS.
Notwithstanding any other provisions contained in the Articles/Certificate or this Agreement, only a majority of the Members may take action binding the Company in the following actions: [insert or delete as necessary]

(a) sell, encumber [but not lease] any real estate owned by the Company;

(b) incur debt, expend funds, or otherwise obligate the Company if the debt, expenditure, or other obligations exceeds $ 1,000 ;

(c) as set forth in the Limited Liability Company Law of the Commonwealth of Massachusetts;

(d) (other:)

SECTION 3.13. MEMBER WITHDRAWAL.
Each Member shall be entitled to withdraw by giving at least six months prior written notice to the other Members of the Company at their respective addresses as shown on the Company's books and records. Such withdrawal shall not relieve the Member of any obligations to the Company.

SECTION 3.14. EVENTS OF WITHDRAWAL.
A person shall cease to be a Member of the Company upon the occurrence of any of the following events:

1. such person withdraws;
2. such person resigns;
3. such person becomes a Bankrupt Member;
4. such person dies;
5. such person is adjudicated incompetent to manage his or her person or property;
6. such person is a trustee and the trust is terminated (not merely the substitution of a new trustee); or
7. such person is an estate, Company, partnership or other limited liability Company that is dissolved or wound up.

SECTION 3.15. EXPULSION OF A MEMBER.
A member may be expelled by unanimous vote of the other members according to Law.

ARTICLE IV
Management of the Company

[Note: Under [ ] law, a Company may be managed by its Members; it is not necessary to elect Managers to manage the Company. If a Company chooses not to elect Managers, then the Articles/Certificate of Organization shall so state and this Article should be omitted from the Agreement and all relevant provisions regarding management of the Company should be inserted under Article III, Members.]

SECTION 4.1. MANAGEMENT.
The business and affairs of the Company shall be managed by or under the direction of the Members pursuant to the authority granted by the law of the Commonwealth of Massachusetts. The Members have elected to manage the Company as follows [check the applicable provision below and strike the other provision; this will conform to the provision on management in the Articles/Certificate of Organization]:

> The management of the Company shall be vested in the Members without any appointed Manager(s). Except as otherwise provided in the Articles/Certificate of Organization or this Agreement, the Members have the right and authority to manage the affairs of the Company and to make all decisions with respect thereto. This right and authority includes the right to elect officers who shall manage the Company and have the power to bind the Company in all transactions, subject to contrary provisions or limitations in this Agreement.

> The Members hereby delegate the management of the Company to Managers and referred to as appointed "Manager(s)," subject to provisions and limitations contained in the Articles/Certificate of Organization or this Agreement. The Managers shall be selected as provided herein.

ARTICLE V
Managers

SECTION 5.1. APPOINTED MANAGERS.
If this Agreement provides for management by appointed Managers, then such persons shall have the right and authority to manage the business and affairs of the Company subject to limitations placed in the Articles/Certificate or by written Agreement. Unless otherwise provided, such persons shall be designated, appointed, elected, removed or replaced by the approval of the majority vote of the Members.

SECTION 5.2. QUALIFICATION OF MANAGERS.
Managers need not be Members of the Company or natural persons. A Manager who is both a Member and a Manager has the rights and powers of both a Member and a Manager, subject to any restrictions and limitations placed in the Articles/Certificate or this Agreement.

SECTION 5.3. INFORMATION TO MEMBERS.
The Managers shall provide reports at least annually to the Members at such time and in such manner as the Managers may determine reasonable. The Managers shall provide all Members with

those information returns required by the Internal Revenue Code and the laws of the State of the Commonwealth of Massachusetts or any other state having jurisdiction over this Company.

SECTION 5.4. NUMBER OF MANAGERS.
The number of Managers of the Company shall be set by the Members.

SECTION 5.5. TERM OF MANAGERS.
Each Manager shall hold office until:

A. The next annual meeting of Members or until his or her successor shall have been elected and qualified;

B. The resignation of such Manager from the Company;

C. Removal of such Manager by the Members of the Company in the manner set forth in this Agreement.

SECTION 5.6. DUTY OF MANAGER.
A Manager of the Company shall perform his or her duties as a Manager, including his or her duties as a member of any Committee upon which he or she may serve, in good faith and that are necessary and convenient to carry out the business and affairs of the Company, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (A), (B) and (C) of this Section. But he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her duties shall not have any liability by reason of being or having been a Manager of the Company. Those persons and groups whose information, opinions, reports and statements a Manager is entitled to rely upon are:

A. One or more employees or other agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented;
B. Counsel, public accountants, or other persons as to matters which the Manager reasonably believes to be within such persons' professional or expert competence; and
C. A Committee appointed by the Managers upon which he or she does not serve, duly designated in accordance with the provision of this Agreement, as to matters within its designated authority, which Committee the Manager reasonably believes to merit confidence.

SECTION 5.7. RESIGNATION OF MANAGER.
Any Manager may resign at any time by giving written notice to the Company. The resignation of such manager shall take effect upon the receipt thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance, of such resignation shall not be necessary to make it effective. When one or more Managers shall resign, effective at a future date, a majority of the Managers then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

SECTION 5.8. REMOVAL OF MANAGER.
Any manager may be removed from office at any time with or without cause by the vote of Members then entitled to vote at an election of Managers.

SECTION 5.9. VACANCY IN MANAGER.
Any vacancy occurring in the Managers may be filled by the affirmative vote of a majority of the remaining Managers entitled to vote though less than a quorum of the Managers. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Manager position to be filled by reason of an increase in the number of Managers may be filled by election by the Managers for a term of office continuing only until the next election of Managers by the Members.

SECTION 5.10. AUTHORITY OF MANAGERS.
All other Managers, if any, shall have such authority and shall perform such duties as may be specified from time to time by the Members.

SECTION 5.11. COMMITTEE OF MANAGERS.
The managers may designate two or more managers to constitute a Committee(s) ("Committee"), any of which shall have such authority in the management of the Company as the Managers shall so designate.

SECTION 5.12. LOANS.
No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Managers. Such authority may be general or confined to specific instances.

SECTION 5.13. CONTRACTS.
A. No contract or transaction between the Company and one or more of its Managers, or between the Company and any other Limited Liability Company, partnership, association, or other organization in which one or more of its Managers are Managers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Manager is present at or participates in the meeting of the Managers, or Committee thereof which authorizes the contract or transaction, or solely because their votes are counted for such purpose, if:

1. the material facts as his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Managers or the Committee, and the Manager or Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Managers, even though the disinterested Managers be less than a quorum; or
2. the material facts as to his/her relationship, interest and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or
3. the contract or transaction is fair for the Company as of the time it is authorized, approved or ratified, by the Managers, a Committee thereof, or the Members.

B. Common or interested Managers may be counted in determining the presence of a quorum at a meeting of the Managers or a Committee which authorizes the contract or transaction.

SECTION 5.14. MANAGERS MEETINGS.
The Managers of the Company may hold meetings, both regular and special, either within or without the State of the Commonwealth of Massachusetts.

SECTION 5.15. ANNUAL MEETING OF MANAGERS.
Annual meetings of newly elected Manager(s) shall be held after the meeting of Members, and notice of such meeting shall not be necessary to the newly elected Managers in order to hold a valid meeting, so long as a quorum shall be present. In the event of the failure of the Members to fix the time or place of such first meeting of the newly elected Managers, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as provided for in this Agreement, or as shall be specified in a written waiver signed by all of the Managers.

SECTION 5.16. MANAGERS MEETINGS.
Regular meetings of the Managers may be held within or without the State of the Commonwealth of Massachusetts with at least two (2) days' notice of any such meeting given by the Manager or Members calling the meeting, unless it is a regularly scheduled meeting. Such meeting shall be held with either written or in-person notice, unless oral notice is reasonable under the circumstances. Written notice shall be sufficient when given by telephone, telegraph, teletype or other form of electronic communication, or by mail or private carrier. If such forms of written notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published or by radio, television, or other form of broadcast communication.

SECTION 5.17. QUORUM AND VOTE AT MANAGERS MEETINGS.
At all meetings of the Managers, a majority of the Managers shall constitute a quorum for the transaction of business. However, in order for a Manager to vote, such Manager must also be a Member of the Company. If a quorum shall not be present at any meeting of the Managers, the Managers present thereafter may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Each Manager shall have one vote, unless otherwise provided in this Agreement.

SECTION 5.18. DELEGATION OF MANAGER DUTIES.
The Members may from time to time delegate the powers or duties of any Manager of the Company, in the event of his absence or failure to act otherwise, to any other Manager or Member or Person whom they may select.

SECTION 5.19. COMPENSATION OF MANAGER.
The compensation of each manager shall be such as the Members may from time to time determine. The Managers may be paid their expenses, if any, of attendance at each meeting of the Managers and may be paid a fixed sum for attendance at each meeting of the Managers or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefrom. Members of special or standing Committees may be allowed like compensation for attending Committee meetings.

SECTION 5.20. ELIMINATION OF PERSONAL LIABILITY OF MANAGER OR MEMBER
No Member or Manager shall have any personal liability for monetary damages for breach of any duty provided for in the Act, as set forth in such Act.

ARTICLE VI
Officers

SECTION 6.1. OFFICERS AND RELATED PROVISIONS.
In the event the Members elect to manage the Company directly without appointing a manager, the Members shall elect and appoint officers for the Company who shall act in the name of, or under the direction and management of the Members pursuant to this written Agreement. In the event that the Managers manage the Company, the Managers shall elect and appoint officers. The officers of the Company shall include a President, one or more Vice Presidents (the number shall be determined by the Members or Managers), a Secretary and a Treasurer, each of whom shall be elected and appointed by the Members or Managers. Any two or more offices of the Company may be held by the same person.

SECTION 6.2. ELECTION AND TERM OF OFFICE.
The officers of the Company shall be elected by a majority vote of the Members or Managers annually at the first meeting of the Members or as soon thereafter as is convenient, or by the Managers, as the case may be under this Agreement. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or resignation or removal in the manner hereinafter provided. Such appointment to a position as officer of the Company does not, in and of itself, create contract rights on the part of the officer of the Company.

SECTION 6.3. REMOVAL OF OFFICERS.
Any officer or agent appointed by the Members may be removed by the Members whenever, in their judgment, the best interest of the Company would be served thereby, but such removal shall be without the contract rights, if any, of the person or entity so removed. Any officer or agent appointed by Managers may be removed by the Managers.

SECTION 6.4. VACANCIES.
A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members or Managers for the unexpired portion of the term and until the successor shall have been chosen and qualified.

SECTION 6.5. THE PRESIDENT.
The President shall be the principal executive officer of the Company and, subject to the control of the Members or Manager, shall in general supervise and control all the business and affairs of the Company. He shall preside at all meetings of the Members or Managers. He may sign, with the Secretary or any other proper officer of the Company thereunto authorized by the Members or Managers, any deed, mortgages, bonds, contracts, or other instruments which the Members or Managers have authorized to be executed, except in cases where the execution thereof shall be expressly delegated by the Members or by this written Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Members or Managers from time to time.

SECTION 6.6. THE VICE PRESIDENT.
In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election) shall perform the duties of the President. When so acting, such vice president shall have all the powers of and be subject to any and all restrictions placed upon the President. Any vice president shall perform such other duties as from time to time may be assigned by the President or by the Members or Managers.

SECTION 6.7. THE SECRETARY.
The Secretary shall: (a) keep the minutes of the Members' and Managers' meetings in one or more books provided for that purpose; (b) see that all notices are fully given in accordance with the provisions of this Agreement or as required by law; (c) be a custodian of the records of the Company; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by each Member; (e) certify the Members' resolutions and other documents of the Company as true and correct; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Members or Managers, as the case may be.

SECTION 6.8. THE TREASURER.
The Treasurer shall be the chief financial officer of the Company and shall have charge and custody of and be responsible for all funds and securities of the Company and shall keep regular books of all receipts and disbursements of the Company, and in general shall perform such other duties as may be assigned to him by the President or by the Members or Managers. The Treasurer shall disburse out of the funds of the Company payment of such just demands against the Company as may from time to time be authorized by the Members or Managers. The Treasurer shall sign or countersign all checks, notes and such other instruments or obligations as require his signature, and shall perform all duties incident to his office, or that are properly required of him by the President or Members or Managers, provided however, that by resolution of authority and responsibility for the signing of check, notes, and other obligations may be assigned to either the President or Treasurer or other such officer or officers as the Members or Managers may designate from time to time.

SECTION 6.9. COMPENSATION.
The salaries of the principal officers shall be fixed from time to time by the Members or Managers. No officer shall be prevented from receiving his salary by reason of the fact that he is also a Member or Manager of the Company.

SECTION 6.10. INDEMNIFICATION OF MEMBERS, MANAGERS AND OFFICERS, AGENTS AND EMPLOYEES
A Member, Manager, or Officer, agent, employee or former Member, Manager, Officer or other person acting on behalf of the Company (the "Indemnified Party") shall have no liability to the Company or to any other Member, Manager, or Officer for his or her good faith reliance on the provision of this Agreement including, without any limitation, provisions that relate to the scope of duties, including the fiduciary duties, of Members, Managers, and Officers. Subject to such standards and restrictions as set forth in the Articles/Certificate and this Agreement, the Company shall indemnify any and all its Members, Managers, Officers, or any persons, or such persons testate or intestate, who may have served at its request, or by its election or by its appointment as a Member,

Manager, or Officer, against expenses, including attorney's fees, actually and necessarily incurred by them in connection with the defense or settlement of any action, suit, or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been Members, Managers, or Officers of the Company, except in relation to matters as to which any such Member, Manager, or Officer, either current or former, or personal shall be adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability as set forth therein, and may advance such expenses, all in accord with the law of the Commonwealth of Massachusetts. The indemnification provided hereby shall not be deemed exclusive under any agreement or otherwise, as both to action in his official capacity and as to action in another capacity while holding such office. The Company may purchase and maintain insurance on behalf of any Member, Manager, or Officer against any liability asserted against and incurred by them to the extent the Company would have the power to indemnify them against such liability under the provision of this Agreement and the law of [1]. Notwithstanding a written agreement to the contrary, no Member shall be personally liable to the Company or any other Member for damages of any breach of duty in such capacity, provided that such liability shall not be limited if a judgment or other final adjudication adverse to such Member establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained, in fact, a financial profit or other advantage to which he was not legally entitled or that his acts violated [1] law regarding indemnification, or is for any act which is an intentional violation of criminal law.

ARTICLE VII
Capital

SECTION 7.1. CAPITAL CONTRIBUTIONS.
The Members have contributed to the Company in exchange for their membership interests the cash, services and other property as set forth on Schedule A, annexed hereto.

SECTION 7.2. VALUE OF CAPITAL CONTRIBUTIONS.
The fair market value and the adjusted basis of the contributing Member of any property, other than cash, contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 7.3. ADDITIONAL CAPITAL CONTRIBUTIONS.
Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 7.4. NO INTEREST.
No interest shall be paid on the Capital Account of any Member.

SECTION 7.5. CAPITAL ACCOUNTS.
An individual capital account shall be established and maintained for each Member of the Company ("Capital Account"). The Capital Account of each Member shall consist of his or her original capital contribution, increased by (a) additional capital contributions made by him or her, and (b) his or her share of the Company's gains and profits, and decreased by (i) distributions of such profits and capital to him or her, and (ii) his or her share of Company losses

SECTION 7.6. OBLIGATION OF MEMBER
Each Member is obligated to the Company to perform any promise contained in this Agreement to contribute cash or property or perform services, even if he or she is unable to perform because of death, disability, or any other reason. The obligation of a Member to make a contribution the Company may be compromised only by a written consent signed by all the Members of the Company.

SECTION 7.7. NO WITHDRAWAL OF CAPITAL CONTRIBUTION.
No Member shall have the right to withdraw or be repaid any cash or property contributed to the Company and as set forth on Schedule A attached hereto, except as provided in this Agreement.

SECTION 7.8. ADDITIONAL MEMBER CAPITAL CONTRIBUTION.
Each Additional Member shall make the Contribution and shall perform the Commitment described in an Admission Agreement entered into between the Additional Member and the Company and which shall adjust Schedule A hereto in accordance with the terms of such Admission Agreement.

ARTICLE VIII
Distributions to Members

SECTION 8.1. DISTRIBUTIONS TO MEMBERS.
The Company shall make distributions to the Members of the Company, from time to time, except that no distribution may be made if, after such distribution, the Company would not be able to pay its debts as they become due in the usual course of business, or the Company's assets would be less than the sum of its total liabilities (except liabilities to Members), unless otherwise stated in the Articles Certificate. For purposes of this Agreement, distributions shall be allocated among the Members in proportion to each Member's Total Capital Contribution on the last day of each calendar month during the year, to the total Capital Contributed by all Members pursuant to this Agreement, without regard to the number of days during such month in which the person was a Member.

SECTION 8.2. DISTRIBUTIONS ON DISPOSITION OF ASSETS.
In addition to the distributions pursuant to Section 8.1 of this Agreement, upon any sale, transfer, or other disposition of any capital asset of the Company (hereinafter referred to a "Disposition"), the proceeds of such Disposition shall first be applied to the payment or repayment of any selling or other expenses incurred in connection with the Disposition and to the payment of any indebtedness secured by the asset subject to the Disposition immediately prior thereto. All proceeds remaining thereafter (the "Net Proceeds") shall be retained by the Company or to be distributed, at such time or times as shall be determined by the Managers, to the Members in proportion to their respective percentages of Membership Interest; provided however that for purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, that each Member's distributive share of all items of income, gain, loss, deduction, credit, or allowance in respect of any such Disposition shall be made and based upon such Member's basis in such capital asset.

SECTION 8.3. DISTRIBUTION TO RESIGNED MEMBER.
Upon resignation of a Member, a resigning Member shall be entitled to receive only the distributions to which he or she is entitled under this Agreement.

SECTION 8.4. DISTRIBUTION IN KIND.
A Member, regardless of the nature of his or her contribution, has no right to demand and receive any distribution from the Company in any form other than cash. However, a Member shall be required and compelled to accept the distribution of any asset in kind from the Company , as determined from time to time by the Managers, in accordance with this Agreement, whether the percentage of the asset distributed to him or her exceeds the percentage of that asset which is equal to that Member's Membership Interest in the Company.

ARTICLE IX
Profits and Losses

SECTION 9.1. PROFIT AND LOSS DEFINED.
The "Net Profits and Net Losses" of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 9.2. DISTRIBUTION OF PROFITS AND LOSSES.
The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions as set forth in this Agreement. A Member shall not be compelled to accept a distribution of any asset in kind to the extent that the percentage of the asset distributed to the member exceeds the Member's Percentage.

SECTION 9.3. MEMBER'S DISTRIBUTIVE SHARE.
For purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of this state or jurisdiction, the determination of each Member's distributive share of all items of income, gain, loss, deduction, credit or allowance of the Company for any period or year, shall be made in accordance with, and in proportion to, such Member's percentage of the total Membership Interest of all Members as it may then exist. The Net Profits and Net Losses of the Company and each item of income gain/loss deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions pursuant to Section 8.1.

SECTION 9.4. MEMBER'S OBLIGATION TO RETURN DISTRIBUTION.
A. If, at any time, a Member receives in distribution the return of any part of his contribution without violation of law, the Articles/Certificate of Organization of this Company or this Agreement, such Member is liable to this Company for a period of one (1) year after receipt of such contribution, for the amount of such returned contribution, but only to the extent necessary to discharge the Company's liabilities to creditors who extended credit to the Company during the period the contribution was held by the Company.

B. In the event that a return of any part of a Member's contribution is made in violation of the law or the Articles/Certificate, such Member is liable to this Company for a period of six (6) years after the receipt of such contribution, for the amount wrongfully returned.

ARTICLE X
Admission and Withdrawal of a Member, Transfer of Member's Interest

SECTION 10.1. SALE OF MEMBER'S INTEREST, AND RIGHT OF FIRST REFUSAL.
A Member who wishes to sell his Member's Interest in the Company in whole or in part (the "selling Member") shall:

(1) give written notice to the Company of his intent and give first offer of his interest to the Company. The Company shall then have the option to purchase the interest at the price ("Set Price"), if any, as provided in the Articles/Certificate or this Agreement. Such decision by the majority of remaining Members or Managers (not to include the selling Member or Manager), of the Company will be communicated in writing to the selling Member within thirty (30) days from receipt of this Member's written notice of request to sell. If the Company's decision is to purchase the interest, the purchase price will be paid in cash and the closing will take place within ninety (90) days of the notification to the selling Member or upon such terms as agreed by the Company and selling Member.

(2) If the Company decides not to purchase the offered selling Member's Interest in whole or in part, then the other Members shall have the option of purchasing the offered Member's Interest at the Set Price, if any, on a pro rata basis based upon the remaining Member's Interest in the Company. Should a Member choose not to purchase his proportional share of the offered interest, the other Members shall have the option of purchasing this share on a pro rata basis. After written notice from the selling Member, Members shall have thirty (30) days to provide notice to the selling Member of their intention to purchase. The purchase price will be paid in cash and closing will take place within ninety (90) days of notice to the selling Member or upon such terms as agreed by the Company and selling Member.

(3) If neither (1) or (2) are applicable, the selling Member may sell his Member's Interest in the Company to a non-member. A non-member purchaser of a Member's Company interest cannot exercise any rights or receive any benefits of a Member unless a majority of the other Members consent to his becoming an Additional Member upon such terms as are set forth in an Admission Agreement. However, a non-member purchaser of a selling Member's Interest will be entitled to share, to the extent of such selling Member's percentage interest, in any distribution, allocation or profits, losses, deductions, allocation credits or any similar item in the percentage to which the selling Member Interest sold to him would have been entitled. A non-member purchaser, by his purchase, agrees to be subject to all the terms of the Articles/Certificate and this Agreement as if he were a Member, including any calls for capital contribution.

SECTION 10.2. ASSIGNMENT OF MEMBER'S INTEREST.
A Member may assign his Company interest, in whole or in part, only upon the unanimous approval of the Members. Such an assignment entitles the Assignee to share in the profits and losses and to receive distributions to which the assignor was entitled, to the extent of the interest assigned. Such an approved assignment does not dissolve the Company or entitle the Assignee to become a Member or to exercise rights of a Member in the Company until he may be admitted as a Member. A

Member who assigns his entire interest ceases to be a Member or to have the power to exercise any rights of a Member once all the Assignees become Additional Members, subject to the other Member's right to remove the assignor Member earlier pursuant to this Agreement. A pledge of, grant of security interest in, lien against, or other encumbrance in or against any or all of a Member's Company interest is not an assignment of this interest and shall neither cause the Member to cease to be a Member nor to cease to have the power to exercise any rights or powers of a Member.

SECTION 10.3. COSTS OF SALE, ASSIGNMENT, ETC. OF MEMBER'S INTEREST.
All costs and expenses incurred by the Company in connection with the transactions set forth in this Section or any similar transaction(s) concerning a Member's Interest, including any costs for disbursement, publishing, counsel fees, shall be paid or assessed against such Member's Interest.

SECTION 10.4. ADDITIONAL MEMBERS.
The Members may admit Additional Members and determine the Capital Contributions of such Members as set forth in this Agreement and the Admission Agreement to be entered into between the Additional Member and the Company; provided, however, if the Admission Agreement or this Agreement so provides, that each Member consents in writing to the addition of such Additional Member.

SECTION 10.5. AGREEMENT BINDING ON ALL MEMBERS.
Each person who becomes a Member or Additional Member in the Company, shall and does hereby ratify and agrees to be bound by the terms and conditions of this Agreement.

ARTICLE XI
Merger or Consolidation With Other Entities

SECTION 11.1. MERGER OR CONSOLIDATION.
Upon a unanimous vote of the Members and pursuant to any provisions in the Articles Certificate or this Agreement, the Company may enter into a lawful merger or consolidation with or into one or more business entities. Such merger shall take place pursuant to a written plan of merger, unanimously agreed upon by the Members, setting forth the constituent business entity planning to merge and the name of the surviving business entity resulting from such merger or consolidation, the terms and conditions of the merger or consolidation and the manner and basis upon which the Members' interests will be converted. Subsequent to approval of such agreement, this merger or consolidation plan may be abandoned upon the unanimous consent of the Members.

ARTICLE XII
Dissociation, Dissolution, Winding Up & Termination

SECTION 12.1. DISSOCIATION.
The Act specifies certain events of disassociation and, notwithstanding contrary provisions in the Articles/Certificate or this written Agreement, a Member's interest in the Company shall cease upon the occurrence of one or more of the following events: (a) a Member submits a notice of withdrawal to the Company thirty (30) days prior the withdrawal date; (b) a Member assigns his entire interest in the Company to a third party; (c) a Member's entire interest in the Company is purchased or

redeemed by the Company; (d) a Member is Bankrupt; (e) upon the adjudication of the Member as incompetent to manage his or her person or affairs; or (f) upon the death of a Member. Dissociation of a Member does not entitle the Member to receive the fair value of his Company interest. A dissociated Member who retains an interest in the Company shall be entitled to continue receive profits, losses, distributions, and allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For any and all other purposes, including voting, a dissociated Member shall no longer be considered a Member and shall not be entitled to any rights or benefits of a Member.

SECTION 12.2. DISSOLUTION.

The Company shall be terminated prior to the date of expiration of the term if a term is set in the Articles/Certificate, according to the law, or if:

A. Each Member consents in writing that the Company should be terminated and dissolved; or

B. the Company is dissolved pursuant to this Agreement.

SECTION 12.3. TERMINATION.

The Company shall be terminated:

A. When the Company has less than one member; or

B. If any Member;

1. Dies, withdraws, resigns, or expelled from the Company, or upon the occurrence of any other event which terminates the continued membership of a Member in the Company;
2. Becomes Bankrupt; or
3. A judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property;

C. Unless, if there are at least two or more remaining Members, the business of the Company may be continued either (1) with the unanimous written consent of the remaining Members within ninety (90) days after the event causing termination of the Company, so long as such termination is not due to a judicial decree of dissolution, or (2) if under a right of the Company to continue as stated in the Company's Articles/Certificate or this Agreement.

SECTION 12.4. LIQUIDATION AND WINDING UP.

Upon the termination and dissolution of the Company, a Person shall be elected to perform such liquidation by the written consent of the majority of the Members. Such Person shall apply and distribute the proceeds of such liquidation as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, which shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be

allocated among the Members in accordance with this Agreement) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members.

B. All distributions upon liquidation of the Company shall first be distributed to creditors, including Members who are creditors, to the extent permitted by law in satisfaction of liabilities of the Company, whether by payment or establishment of reserves; then to each Member, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted in accordance with this Agreement to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets; (ii) to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

SECTION 12.5. LIQUIDATION STATEMENT TO MEMBERS.
Each of the Members shall be furnished with a statement, reviewed by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of the liquidation, the Company shall execute and cause to be filed dissolution Certificates and any and all other documents necessary with respect to termination of the Company with the appropriate officials of the State of the Commonwealth of Massachusetts.

SECTION 12.6. JUDICIAL AND ADMINISTRATIVE DISSOLUTION.
Upon good cause shown, a Member or Members holding at least twenty-five (25) percent of the Member's Interest in the Company may apply to the court for judicial dissolution of the Company.

SECTION 12.7. REVOCATION OF DISSOLUTION.
The Company may revoke its Dissolution at any time prior to the expiration of 120 days following the effective date of filing dissolution documents with the appropriate State office. Revocation of Dissolution shall be authorized when each Member consents in writing to such action being taken by the Company. Such revocation of Dissolution becomes effective as of the date of the Company's dissolution being revoked and the Company shall resume carrying on its business as if dissolution never occurred.

ARTICLE XIII
Books and Reports

SECTION 13.1 BOOKS ND RECORDS; INSPECTION.
Accurate and complete books of account shall be kept by the Members or Managers, as the case may be, and entries promptly made therein, of all of the transactions of the Company, and such books of account shall be maintained at the principal office of the Company and shall be open at all times to the inspection and examination of the Managers and Members of the Company. The books shall be kept on the basis of accounting selected by the accountant regularly servicing the Company, and the fiscal year of the Company shall be the calendar year. A compilation, review, or audit of the

Company, as shall be determined by the Members or Managers, as the case may be, in accordance with this Agreement, shall be made as of the closing of each fiscal year of the Company by the accountants who shall then be engaged by the Company.

SECTION 13.2. INSPECTION BY MEMBERS.

The Company shall maintain the books of account, and the following records at the principal office of the Company, subject to inspection and copying during ordinary business hours at the reasonable request and expense of any Member upon such Member's written request:

A. a current list of the full name and last known business and/or residential address of each Member, former Member and other holder of a Membership interest;

B. a copy of the Articles/Certificate and all Certificates and amendments thereto of the Company, together with any executed powers of attorney pursuant to which any certificate was executed;

C. a copy of this Agreement, Admission Agreements and any amendments thereto;

D. a copy of the Company's Federal, state and local income tax returns for the three most recent fiscal years;

E. the Company's financial statements for the three most recent fiscal years;

F. A writing setting forth:

i. The amount of cash and/or property along with relevant statements as to the agreed value of the property and/or services contributed or agreed to be contributed by each Member;

ii. Any agreed upon time or event causing the Members to make additional contributions to the Company;

iii. Any agreed upon events, other than those stated in this Agreement, the happening of which will cause the Company to be dissolved.

G. Copies of records that would enable a member to determine the relative voting rights, if any, of the Members; and

H. Such other information as may be specified in this Agreement, an Admission Agreement or otherwise agreed by all the Members or Managers from time to time.

ARTICLE XIV
Miscellaneous

SECTION 14.1. NOTICES.

Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

A. If to the Company, to it or in care of any one or all of the Managers at the address of the Company.

B. If to any one or all of the Managers, to them at the address of the Company.

C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 14.2. WAIVER OF NOTICE.
Whenever any notice is required to be given under the provisions of the Act, the Articles/Certificate or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 14.3. COMPLETE AGREEMENT.
This Agreement and exhibits attached hereto and thereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 14.4. CONSTRUCTION OF THIS AGREEMENT.
This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 14.5. EFFECT OF INVALIDITY.
Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation contrary to which the Members or, the Company have no legal right to contract, the latter shall prevail. In such event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph, or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

SECTION 14.6. BINDING EFFECT.
This Agreement shall be binding upon, and inure to the benefit of all parties hereto, their personal and legal representatives guardians, successors, and assignors to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement.

SECTION 14.7. GOVERNING LAW.
Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of the Commonwealth of Massachusetts applicable to agreements made and to be performed in the State of the Commonwealth of Massachusetts.

SECTION 14.8. CAPTIONS, ETC.
The captions and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation. The headings herein are inserted only as a matter of convenience

and reference, and in no way define or describe the scope of the Agreement or the intent of any provisions thereof.

SECTION 14.9. GENDER NEUTRAL.
Throughout this Agreement, where such meanings would be appropriate (a) the masculine gender shall be deemed to include the feminine and the neuter, and vice versa, and (b) the singular shall be deemed to include the plural, and vice versa.

SECTION 14.10. TAX MATTERS.
The Members may make any tax elections for the Company allowed under the Internal Revenue Code or the tax laws of the State of the Commonwealth of Massachusetts, or other jurisdiction having taxing jurisdiction over the Company.

SECTION 14.11. EXECUTION.
This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

ALISSA NOWAK
Joann J. Nowak

Alissa Nowak
Joann J. Nowak

SCHEDULE A

List of Members

Member Name	Taxpayer ID Number	Address	Capital Contribution [Cash, Property/Other]	Percentage of Ownership
ALISSA NOWAK	078-84-0869	820 PULASKI BLVD BELLINGHAM	$1,000	99
JOANN NOWAK	063-66-6410	1925 GOLF OF MEXICO DR, LONG-BOAT KEY, FL, 34228 GB 208	$1,000	1

Business Plan for Lucky Green Ladies, LLC

Overview

This business plan outlines the expanded operations of Lucky Green Ladies, LLC (LGL), which will serve as a licensed delivery courier. LGL will offer delivery for Lucky Green Ladies 408, LLC and will be a third-party delivery services for other licensed dispensaries in Massachusetts. The operation will be based at 408 Old Colony Rd, Norton, MA, centralizing all functions to maximize efficiency and compliance.

---

1. Company Description

Lucky Green Ladies, LLC (LGL) is the next phase of the Lucky Green Ladies brand, founded by Alissa Nowak and her mother, Joann Nowak, in 2020. LGL is a Woman, LGBT, Family, and Social Equity-owned cannabis company based in Norton, Massachusetts.

Initially founded as a delivery-only business, Lucky Green Ladies built a strong customer base and brand recognition in the community. In response to customer demand for an in-store shopping experience and to streamline operations, LGL is now launching a co-located delivery at 408 Old Colony Rd.

Additionally, LGL will provide licensed delivery services for other dispensaries, leveraging its experience and infrastructure to become a third-party courier partner within the Massachusetts cannabis market.

Due to a settlement agreement, Lucky Green Ladies, LLC (MD1282) will cease operations at its former address (394 Old Colony Rd, Unit B Rear) and close by March 2027. All delivery operations will be absorbed and continued under LGL from the new location.

---

2. Products & Services

LGL will offer a comprehensive range of cannabis retail and delivery services, including:

Retail Dispensary Services

- In-store shopping for adult-use cannabis products

Delivery Services

- Delivery of LGL 408's products to residential customers across its licensed delivery area

- Delivery Courier for other licensed dispensaries, providing:
    - Courier-only services
    - Secure, METRC-compliant transport and tracking

By co-locating with LGL 408, LGL creates a unique business model that combines retail and logistics for maximum reach and revenue potential.

---

3. Market Opportunity

The Massachusetts cannabis market continues to expand, with both retail and delivery segments seeing increased consumer demand. LGL is well-positioned to meet these demands with a hybrid retail/delivery operation.

Key Opportunities:

- **Retail Access:** Many existing customers express a desire to shop in person, especially senior citizens who prefer the familiarity of in-store experiences over online ordering.
- **Delivery Expansion:** The infrastructure and experience built under the original Lucky Green Ladies delivery business allows LGL to capitalize on courier delivery for dispensaries that want to offer delivery without investing in their own operations.
- **Co-Location Efficiency:** Operating both the dispensary and delivery services from one facility reduces overhead and ensures a seamless workflow between retail and logistics.

---

4. Marketing & Advertising

LGL has engaged a professional cannabis marketing firm to manage branding, website development, and digital advertising.

Strategies:

- **Targeted Online Marketing:** Focused on audiences 21+ with geo-targeting within a 10-mile radius of the Norton location
- **Community Outreach:** Local sponsorships, educational events, and senior outreach to build trust and loyalty
- **Tradeshow and Event Participation:** Promoting the Lucky Green Ladies brand and delivery partnership opportunities

- **Public Relations Campaigns:** To raise visibility of the brand's expansion and its social equity ownership

Marketing will emphasize both the convenience of home delivery and the experience of shopping in-store.

---

5. Operating Plan

LGL's operations will comply with all Massachusetts Cannabis Control Commission (CCC) regulations and will be governed by comprehensive Standard Operating Procedures (SOPs).

Functional Areas:

- Retail & Delivery Operations Management
- Delivery Logistics for Third-Party Dispensaries
- Security & Compliance (21+ Access, Diversion Prevention)
- Inventory Control & METRC Integration
- Employee Training & Hiring Policies
- Opening & Closing Procedures
- Product Storage, Handling & Testing
- Waste Management & Sanitation
- Third-Party Delivery Agreements & Protocols
- Financial and Record-Keeping Systems
- Diversity & Inclusion Programs
- Customer Service Standards
- Safety Protocols & Emergency Procedures

---

6. Financial Plan

Alissa Nowak will contribute $400,000 toward the build-out, licensing, staffing, and operational setup of the new LGL facility and business model.

LUCKGRE-02 BEISENLORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
World Insurance Associates, LLC 20 Park Ave Worcester, MA 01605	PHONE (A/C, No, Ext): (508) 752-7504	FAX (A/C, No): (508) 752-4017
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palomar Excess and Surplus Insurance Company	16754
INSURER B : Safety Insurance Company	39454
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Lucky Green Ladies LLC
394 Old Colony Rd Unit Rear B
Norton, MA 02766

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			PEQSGL001171-00	8/24/2025	8/24/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY			5931164	8/15/2025	8/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Product Liability			PEQSPL001171-00	8/25/2025	8/25/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

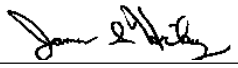
CERTIFICATE HOLDER

Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Lucky Green Ladies, LLC Delivery Personnel Procedures

Diversion & Related Dismissal Policy

Any agent who has diverted Marijuana, has engaged in unsafe practices regarding operation of a Marijuana Establishment, and/or has been convicted of or pled guilty to a felony for distribution to minors, will face immediate termination.

Lucky Green Ladies shall immediately dismiss (zero tolerance) – and immediately report to the Commission and the Norton Police Department – any party who has:

- Diverted Marijuana
- Engaged in unsafe practices regarding the operation of a Marijuana Establishment; including but not limited to: (1) theft; (2) improper disposal of Marijuana or Marijuana Products; (3) use of drugs or alcohol while on the store premise; or (4) any other workplace behavior which, in the discretion of management, is unsafe or places the Company, or any of its staff, at legal, regulatory, or personal risk
- Been convicted or entered a plea of guilty, nolo contendere, or admitted sufficient facts to support a felony drug offense involving distribution to a minor
- Used alcohol or illegal narcotics, or smokes, in the workplace (smoking behind the store while on breaks is allowed, provided cigarette butts are properly disposed of)

All employees will be required to sign a written acknowledgment of receipt of the anti-diversion policy as part of the onboarding process. This signed acknowledgment shall be stored in each employee's file.

Investigations

Lucky Green Ladies will investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

<u>Disciplinary Policies</u>

Purpose

The Company applies a progressive discipline policy, designed to provide structured corrective action to improve and prevent a recurrence of undesirable behavior. These policies are described below. Management reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues upon other staff and the organization as a whole.

Step 1: Counseling and Verbal Warning

The manager will review with the employee the nature of the problem and/or violation of Company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five (5) business days, the manager will prepare a written report of the Step 1 meeting, which will be confirmed and signed by the employee, and will become part of the employee's personnel file.

Step 2: Written Warning
A written warning indicates an escalation of the performance, conduct, or attendance issues, and explains the consequences.

During Step 2, the manager will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. The manager will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations.

Step 3: Suspension and Final Written Warning
There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace (suspension). When immediate action is necessary to ensure the safety of the employee or others, the manager may suspend the employee pending the result of an internal review and investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval by the General Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The General Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment
The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the manager will utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a termination of employment. The Company reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action. The manager's recommendation to terminate employment must be approved by the CEO/General Manager.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Lucky Green Ladies and its employees.

Performance and Conduct Issues Not Subject to Progressive Discipline
Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, threats, intimidation, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination.

Documentation
Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's personnel file.

Agent Background Checks

- In addition to completing the Commission's Marijuana Establishment Agent registration process, all agents hired to work for Lucky Green Ladies will undergo a detailed background investigation prior to being granted access to the facility or commencing work duties.
- Background checks will be conducted on all agents in their capacity as employees for Lucky Green Ladies pursuant to 935 CMR 500.100 and will be used by the General Manager, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a Marijuana Establishment Agent with the licensee
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Lucky Green Ladies will consider:
  - All conditions, offenses, and violations, construed to conform to Massachusetts law
  - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation (juvenile dispositions will not be considered as a factor for determining suitability)
  - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Lucky Green Ladies will:
  - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination
  - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Lucky Green Ladies will consider the following factors:
    - Time since the offense or incident
    - Age of the subject at the time of the offense or incident
    - Nature and specific circumstances of the offense or incident
    - Sentence imposed and length, if any, of incarceration, if criminal
    - Penalty or discipline imposed, including damages awarded, if civil or administrative;

        - Relationship of offense or incident to nature of work to be performed
        - Number of offenses or incidents
        - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered
        - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained
        - Any other relevant information, including information submitted by the subject.
    - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS

- Upon adverse determination, Lucky Green Ladies will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement
    - After ten (10) business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission
- References provided by the candidate will be verified at the time of hire
- As deemed necessary, individuals in key positions with unique and sensitive access will undergo additional screening, which may include interviews with prior employers or colleagues
- As a condition of their continued employment, Marijuana Establishment Agents are required to renew their Marijuana Establishment Agent ID cards annually and submit to other background screening as may be required by the Company or the Commission

Personnel Records at a minimum shall include:

- Job descriptions for each agent, as well as an organization chart listing the positions
- A personnel record for each Marijuana Establishment Agent. Such records will be maintained for at least seven (7) years after termination of the agent's affiliation with Lucky Green Ladies and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
    - All background check reports obtained in accordance with 935 CMR 500.030
    - Documentation of verification of references
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he

or she received said training and the topics discussed, including the name and title of presenters
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken
- Notice of completed Responsible Vendor Training and eight-hour related duty training
- A staffing plan that will demonstrate adequate staff coverage
- Personnel policies and procedures

Lucky Green Ladies' Record Keeping Procedures, section entitled Written Operating Policies and Procedures includes Policies and Procedures for a plan describing how confidential information will be maintained.

Lucky Green Ladies' personnel policies and procedures, shall include, at a minimum, a Code of ethics; a whistle-blower policy; and a policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonableaccommodations; *935 CMR 500.105(9)*

Lucky Green Ladies, LLC Record Keeping Procedures

General Overview

Lucky Green Ladies policies regarding recordkeeping and record-retention will ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of documents. Records will be stored at Lucky Green Ladies' facility in a locked room designated for record retention or in a password protected, secure, cloud-based location. All written records will be available for inspection by the Commission and the host community, upon request.

Business record are reviewed on a quarterly basis to assure records are complete and in order. Record-keeping procedures are updated on an as-needed basis.

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Secretary of State Annual Report Filing

Business Records are defined as those records that require ongoing maintenance and updates.

Lucky Green Ladies shall keep and maintain its records in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e). These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of Marijuana Products
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lucky Green Ladies, including members, if any

Personnel Records at a minimum include:

- Job descriptions for each agent, as well as an organization chart listing the positions
- A personnel record for each Marijuana Establishment Agent. Such records will be maintained for at least seven (7) years after termination of the agent's affiliation with Lucky Green Ladies and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
    - All background check reports obtained in accordance with 935 CMR 500.030
    - Documentation of verification of references
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
    - Documentation of periodic performance evaluations
    - A record of any disciplinary action taken
    - Notice of completed Responsible Vendor Training and eight-hour related duty training
    - A staffing plan that will demonstrate adequate staff coverage
    - Personnel policies and procedures

Incident Reporting Records

Within ten (10) calendar days, Lucky Green Ladies will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Local Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Lucky Green Ladies for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

A visitor sign-in and sign-out record will be maintained by the Security Agents. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Security Records

A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

Transportation Records

Lucky Green Ladies will retain all shipping manifests for a minimum of seven (7) years and make them available to the Commission and host community upon request.

Agent Training Records

Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Closure

In the event Lucky Green Ladies ceases operations, all records will be kept for at least seven (7) years at Lucky Green Ladies' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission and host community. In addition, Lucky Green Ladies will communicate with the Commission during the closure process and accommodate any additional requests the Commission, the host community, or other agencies may have.

Written Operating Policies and Procedures

Policies and Procedures related to Lucky Green Ladies' operations will be updated on an ongoing basis as needed and undergo a review by the CO/General Manager on an annual basis.

Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110
- Agent security policies, including personal safety and crime prevention techniques
- A description of Lucky Green Ladies' hours of operation and after-hours contact information, which will be provided to the Commission and the host community, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000
- Storage of Marijuana in compliance with 935 CMR 500.105(11)
- Description of the various varietals (strains) of Marijuana to be sold, and the form(s) in which Marijuana will be dispensed
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
- Alcohol, smoke, and drug-free workplace policies
- A plan describing how confidential information will be maintained
- Policy for the immediate dismissal of any dispensary agent who has:

- Diverted Marijuana, which will be reported the Local Police Department and to the Commission
- Engaged in unsafe practices with regard to Lucky Green Ladies operations, which will be reported to the Commission
- 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

- A list of all executives of Lucky Green Ladies must be made available upon request by any individual. This requirement pursuant to 935 CMR 500.105(1)(m) may be fulfilled by placing this information on Lucky Green Ladies' website
- Policies and procedures for the handling of cash on Lucky Green Ladies premises including but not limited to storage, collection frequency and transport to financial institution(s)
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- Lucky Green Ladies' personnel policies and procedures, shall include, at a minimum, a Code of ethics; a whistle-blower policy; and a policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonableaccommodations; *935 CMR 500.105(9)*

Record-Retention

Lucky Green Ladies will meet Commission and the host community recordkeeping requirements and retain a copy of all records for seven (7) years, unless otherwise specified in the regulations.

Monthly Systems Audit for Malware

Pursuant to 935 CMR 500.140(6)(d), Lucky Green Ladies will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Lucky Green Ladies will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Lucky Green Ladies will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Lucky Green Ladies will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000. Lucky Green Ladies will utilize separate accounting practices at the point of sale to track Marijuana Product sales and non-Marijuana sales.

Other

Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by Lucky Green Ladies, but need not be tracked in the Seed-to-sale SOR

For non-Marijuana or non-Marijuana Product sales, Lucky Green Ladies shall comply with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: *Record Retention and DOR Directive* 16-1 regarding recordkeeping requirements.

Maintenance of Financial Records

Lucky Green Ladies, LLC shall implement the following policies for Recording Sales:

1. Utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
2. Utilize a sales recording module approved by the DOR.
3. Lucky Green Ladies, LLC shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
4. Lucky Green Ladies, LLC shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Lucky Green Ladies, LLC shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Lucky Green Ladies 408, LLC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    a. It shall immediately disclose the information to the Commission;
    b. It shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    c. Take such other action directed by the Commission to comply with 935 CMR 500.105.(e)
5. Lucky Green Ladies, LLC shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive
   16-1 regarding record keeping requirements.
6. Lucky Green Ladies, LLC shall adopt separate accounting practices at the POS for marijuana and marijuana product sales.
7. Lucky Green Ladies, LLC shall allow the Commission and the DOR audit and examine the POS system used by a delivery-only licensee in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;
8. The following business records shall be maintained:
    a. Assets and liabilities;
    b. Monetary transactions;
    c. Books of accounts;
    d. Sales records; and
    e. Salary and wages paid to each employee. 935 CMR 500.105(9)