



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR284914  
Original Issued Date: 10/18/2023  
Issued Date: 10/18/2023  
Expiration Date: 10/18/2024

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Underground Legacy Social Club, LLC

Phone Number: 508-468-0298      Email Address: kim@kimnapoliesq.com

Business Address 1: 1379-1385 Blue Hill Avenue

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02126

Mailing Address 1: 26 JEFFERS STREET

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02131

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 52

Percentage Of Control:

52

Role: Executive / Officer

Other Role:



**Marijuana Establishment Name:** Vangarden Cannabis, LLC **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Leicester **Marijuana Establishment State:** MA

#### Individual 4

**First Name:** Jonathan **Last Name:** Napoli **Suffix:**

**Marijuana Establishment Name:** Vangarden Cannabis, LLC **Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Leicester **Marijuana Establishment State:** MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 1379-1385 Blue Hill Ave

**Establishment Address 2:**

**Establishment City:** Boston **Establishment Zip Code:** 02126

**Approximate square footage of the establishment:** 2000 **How many abutters does this property have?:** 5

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name   | Type | ID                       | Upload Date |
|--|---|------|--------------------------|-------------|
| Certification of Host Community Agreement  | Executed Host Community Agreement Certification Form - 02.03.23.pdf | pdf  | 6454529a23b80900083171ac | 05/04/2023  |
| Plan to Remain Compliant with Local Zoning | PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf                      | pdf  | 64b1aab0e317fe0008e2fafa | 07/14/2023  |
| Community Outreach Meeting Documentation   | COM Attestation and Attachments - UNDERGROUND LEGACY.pdf            | pdf  | 64b1b0d5e317fe0008e305d3 | 07/14/2023  |

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category        | Document Name  | Type | ID                       | Upload Date |
|--------------------------|--|------|--------------------------|-------------|
| Plan for Positive Impact | Plan to Positively Impact Areas of Disproportionate Impact.pdf | pdf  | 64b53769e317fe0008e3dc92 | 07/17/2023  |
| Other                    | UL and Gentle Spirited Services Partnership Letter.pdf         | pdf  | 64b537f2cabc870007170f8f | 07/17/2023  |

#### ADDITIONAL INFORMATION NOTIFICATION

**Notification:**

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

**Role:** Executive / Officer **Other Role:**

**First Name:** Jonathan **Last Name:** Napoli **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

**Date generated:** 11/01/2023

### Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Isaac

Last Name: Hampton Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category  | Document Name  | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Department of Unemployment Assistance - Certificate of Good standing | UNDERGROUND LEGACY, LLC - CERTIFICATE OF GOOD STANDING, MA DUA.pdf     | pdf  | 64779adb3f2c1a000821bcd5 | 05/31/2023  |
| Department of Revenue - Certificate of Good standing                 | UNDERGROUND LEGACY, LLC - CERTIFICATE OF GOOD STANDING - MA DOR.pdf    | pdf  | 64779aec3f2c1a000821bcfe | 05/31/2023  |
| Articles of Organization   | Underground Legacy Social Club - Restated Cert of Org - 06.23 copy.pdf | pdf  | 64b53906cabc87000717116a | 07/17/2023  |
| Secretary of Commonwealth - Certificate of Good Standing             | UL - Cert of Good Standing - 07.14.23.pdf                              | pdf  | 64b53a1ce317fe0008e3e105 | 07/17/2023  |
| Bylaws   | Underground Legacy SC Operating Agreement .pdf                         | pdf  | 64b81402e317fe0008e7449a | 07/19/2023  |

No documents uploaded

Massachusetts Business Identification Number: 001450575

Doing-Business-As Name: Underground Legacy LLC

DBA Registration City: Boston

### BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name  | Type | ID                       | Upload Date |
|------------------------------|--|------|--------------------------|-------------|
| Plan for Liability Insurance | UNDERGROUND LEGACY, LLC - PLAN FOR OBTAINING LIABILITY INSURANCE.pdf | pdf  | 64779b035ab6120008cd162f | 05/31/2023  |
| Business Plan                | Underground Legacy - Business Plan.pdf                               | pdf  | 64b57fc9e317fe0008e47d40 | 07/17/2023  |
| Proposed Timeline            | UL - Proposed Timeline.pdf   | pdf  | 64b5b213cabc87000718193c | 07/17/2023  |

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category     | Document Name                  | Type | ID                       | Upload Date |
|-----------------------|--------------------------------|------|--------------------------|-------------|
| Dispensing procedures | UL - Dispensing Procedures.pdf | pdf  | 64b5ab28e317fe0008e4e0d4 | 07/17/2023  |

|  |   |     |                          |            |
|--|---|-----|--------------------------|------------|
| Energy Compliance Plan                             | UL - Energy Efficiency and Conservation.pdf                 | pdf | 64b5ab45cab870007180e27  | 07/17/2023 |
| Inventory procedures                               | UL - Inventory Procedures.pdf                               | pdf | 64b5ab52cab870007180e3b  | 07/17/2023 |
| Maintaining of financial records                   | UL - Maintaining of Financial Records.pdf                   | pdf | 64b5ab62cab870007180e62  | 07/17/2023 |
| Personnel policies including background checks     | UL - Personnel Policies Including Background Checks.pdf     | pdf | 64b5ab84e317fe0008e4e1c4 | 07/17/2023 |
| Plan for obtaining marijuana or marijuana products | UL - Plan for Obtaining Marijuana or Marijuana Products.pdf | pdf | 64b5ab97e317fe0008e4e1d8 | 07/17/2023 |
| Restricting Access to age 21 and older             | UL - Plan for Restricting Access to Age 21 and Older.pdf    | pdf | 64b5aba9cab870007180ee8  | 07/17/2023 |
| Prevention of diversion                            | UL - Prevention of Diversion.pdf                            | pdf | 64b5abe9cab870007180fae  | 07/17/2023 |
| Quality control and testing                        | UL - Quality Control and Testing.pdf                        | pdf | 64b5ac4ccab870007180fcb  | 07/17/2023 |
| Record Keeping procedures                          | UL - Recordkeeping Procedures.pdf                           | pdf | 64b5ac60cab87000718101a  | 07/17/2023 |
| Security plan                                      | UL - Security Plan.pdf                                      | pdf | 64b5ac6ae317fe0008e4e303 | 07/17/2023 |
| Storage of marijuana                               | UL - Storage of Marijuana.pdf                               | pdf | 64b5ac7acab87000718106f  | 07/17/2023 |
| Transportation of marijuana                        | UL - Transportation of Marijuana.pdf                        | pdf | 64b5ac95cab87000718108d  | 07/17/2023 |
| Qualifications and training                        | UL - Qualifications and Training.pdf                        | pdf | 64b5af4ee317fe0008e4e5cf | 07/17/2023 |
| Diversity plan                                     | UL - Diversity Plan.pdf                                     | pdf | 64b831f5e317fe0008e7ac12 | 07/19/2023 |

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

|                                 |                              |
|---------------------------------|------------------------------|
| <b>Monday From: 10:00 AM</b>    | <b>Monday To: 9:00 PM</b>    |
| <b>Tuesday From: 10:00 AM</b>   | <b>Tuesday To: 9:00 PM</b>   |
| <b>Wednesday From: 10:00 AM</b> | <b>Wednesday To: 9:00 PM</b> |
| <b>Thursday From: 10:00 AM</b>  | <b>Thursday To: 9:00 PM</b>  |
| <b>Friday From: 10:00 AM</b>    | <b>Friday To: 9:00 PM</b>    |
| <b>Saturday From: 10:00 AM</b>  | <b>Saturday To: 9:00 PM</b>  |
| <b>Sunday From: 10:00 AM</b>    | <b>Sunday To: 6:00 PM</b>    |



## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

Underground Legacy Social Club, LLC. dba Underground Legacy, LLC.

2. Name of applicant’s authorized representative:

Isaac Hampton

3. Signature of applicant’s authorized representative:

*Isaac Hampton*

4. Name of municipality:

Boston

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

Jasmin Winn

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

Janni Wei

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

cannabisboard@boston.gov

8. Host community agreement execution date:

February 3, 2023

### **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline that Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC (“UL”) is and will remain in compliance with local codes, ordinances, and bylaws for the physical address of the retail marijuana establishment 1379-1385 Blue Hill Ave, Boston, MA 02120 which shall include, but not be limited to identification of any local licensing requirements for the adult use of marijuana.

1379-1385 Blue Hill Avenue is located in the Greater Mattapan neighborhood of Boston and properly zoned pursuant to the City of Boston Text Amendment No. 432 Section 8. In accordance with the City of Boston’s zoning ordinance, the marijuana establishment is not located within one half mile or 2,640 feet from another existing cannabis establishment and is at least 500 feet from a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. This distance is measured from the nearest lot line of the proposed establishment to the nearest lot line of any existing marijuana establishment or school.

UL received a Host Community Agreement from the Boston Cannabis Board on February 3, 2023. UL received approval for a conditional use permit from the Zoning Board of Appeals on March 28, 2023.

In addition to UL remaining compliant with existing Zoning Ordinances; UL management will continuously engage with City of Boston officials to remain up to date and compliant with local zoning ordinances.



# 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):
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:
- b. Name of publication:

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:

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:

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:

Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC

Name of applicant's authorized representative:

Isaac Hampton

Signature of applicant's authorized representative:



DocuSigned by:

4ED6A598A83043B...



# Attachment A



Order Confirmation

Hampton, Isaac
26 Jeffers Street
Boston, MA 02131

Thank you for placing your advertisement in The Boston Globe.

Your order information and a preview of your advertisement are displayed below for your review. If there are any changes or questions, please contact the Classified Department at 617-929-1500 or email classified@globe.com.

Any and all proposed edits, revisions, and/or other changes to the advertisement must be communicated to us in writing prior to the deadline specified in the Advertising Specs + Deadlines page located at https://www.bostonglobemedia.com/specs-deadlines.

Thank you,
Boston Globe Classified Sales

617-929-1500
Monday – Friday 9:30 am - 4:30 pm
classified@globe.com

Table with 2 columns: Field (Order Number, Sales Rep., Account) and Value (718071, Lindy Rodriguez, 80002298). Second row: Order Price \$519.52, PO No., Payment Type.

Table with 2 columns: Field (Publication, First Run Date) and Value (Boston Globe, 06/30/2023). Second row: Number of dates 1, Last Run Date 06/30/2023.

Table with 1 column: Payment Type

AD PREVIEW:

NOTICE OF PUBLIC MEETING
Notice is hereby given that a Community Outreach Meeting for a proposed Cannabis Establishment is scheduled for:
Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC for an ADULT USE RETAIL CANNABIS DISPENSARY to be operated at the address of 1379-1385 BLUE HILL AVE, MATTAPAN.
The scheduled date for the meeting will be on FRIDAY JULY 7TH 7PM ET via zoom meeting. There will be an opportunity for the public to ask questions.
This is NOT an in-person meeting. Interested parties can join virtually at the zoom link below.
Date: Friday July 7, 2023
Time: 7PM ET
Event Link: https://tinyurl.com/UndergroundLegacy
Event password: 747840
Event Meeting ID: 849 3622 9237
Event Call in Code: +1 929 205 6099 US

# Attachment B

**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023



## **NOTICE OF PUBLIC MEETING**

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

**Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC** for an **ADULT USE RETAIL CANNABIS DISPENSARY** to be operated at the address of **1379-1385 BLUE HILL AVE, MATTAPAN.**

The scheduled date for the meeting will be on **FRIDAY JULY 7<sup>TH</sup> 7PM ET** via Zoom meeting. There will be an opportunity for the public to ask questions.

This is NOT an in-person meeting. Interested parties can join virtually at the zoom link below.

Date: Friday July 7, 2023

Time: 7PM ET

Event Link: <https://tinyurl.com/UndergroundLegacy>

Event password: 747840

Event meeting ID: 849 3622 9237

Event Call in Code: +1 929 205 6099 US

# COMMUNITY MEETING FOR PROPOSED CANNABIS ESTABLISHMENT

*A virtual community meeting will be held for Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC to operate an adult-use cannabis retail store at 1379-1385 Blue Hill Avenue Mattapan on Friday, July 7, at 7 p.m.*

Interested parties can join virtually at the zoom link below. This is NOT an in-person meeting:

**JOIN THE ONLINE MEETING**  
([HTTPS://TINYURL.COM/UNDERGROUNDLEGACY](https://tinyurl.com/undergroundlegacy))

Event password: 747840

Event meeting ID: 849 3622 9237

Event call-in code: [+1-929-205-6099](tel:+19292056099) (tel:1-929-205-6099)

## DISCUSSION TOPICS

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### 1 Agenda

Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC for an ADULT USE RETAIL CANNABIS DISPENSARY to be operated at the address of 1379-1385 BLUE HILL AVE, MATTAPAN

The scheduled date for the meeting will be on, FRIDAY, JULY 7, at 7 P.M. via Zoom meeting.

July 7, 2023

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07:00PM



VIRTUALLY  
BOSTON, MA 02201



[SEND AN EMAIL \(MAILTO:KIM@KIMNAPOLIESQ.COM\)](mailto:KIM@KIMNAPOLIESQ.COM)



[978-793-4171 \(TEL: 978-793-4171\)](tel:978-793-4171)

Contact: KIM NAPOLI

Neighborhoods: CITYWIDE

Posted: 06/22/2023 - 8:51AM

Resources: [OFFICIAL FILED POSTING \(HTTPS://WWW.BOSTON.GOV/SITES/DEFAULT/FILES/FILE/2023/06/UNDERGROUND%20LEGACY%20-%201379%20BLUE%20HILL%20AVE%20MATTAPAN%20-%20PUBLIC%20NOTICE%207.7.23-REVISED.PDF\)](https://www.boston.gov/sites/default/files/file/2023/06/underground%20legacy%20-%201379%20blue%20hill%20ave%20mattapan%20-%20public%20notice%207.7.23-revised.pdf)

#### TELL US WHAT YOU THINK

Your feedback is anonymous and we will use it to improve the website.

Did you find what you are looking for on this page? \* Required

YES

NO

Do you have anything else you want to share about your experience?

SEND FEEDBACK

[PRIVACY POLICY \(/DEPARTMENTS/INNOVATION-AND-TECHNOLOGY/TERMS-USE-AND-PRIVACY-POLICY\)](#)

[CONTACT US \(/DEPARTMENTS/MAYORS-OFFICE/CONTACT-BOSTON-CITY-HALL\)](#)

[JOBS AND CAREERS \(HTTPS://WWW.BOSTON.GOV/CAREER-CENTER\)](https://www.boston.gov/career-center)

[ALERTS \(/DEPARTMENTS/EMERGENCY-MANAGEMENT/CITY-BOSTON-ALERTS-AND-NOTIFICATIONS\)](#)

[PUBLIC RECORDS](#)

[\(HTTPS://BOSTONMA.GOVQA.US/WEBAPP/\\_RS/\(S\(DEN310HNRPQZ2RZH5LGBGSBY\)\)\)/SUPPORTHOME.ASPX](https://bostonma.gov/qa.us/webapp/_rs/(s(den310hnrpqz2rzh5lgbgsby))/support/home.aspx)

## Number of Participants at Community Outreach Meeting

7pm ET - July 7, 2023

Community Outreach Meeting

Underground Legacy Social Club, LLC dba Underground Legacy LLC

With permission from the Boston Cannabis Board, the meeting was hosted virtually via Zoom. There were 13 participants at the meeting, inclusive of 3 Underground Legacy LLC members, Isaac Hampton, Jonathan Napoli, and Kimberly Napoli.



Kim Napoli <kim@kimnapoliesq.com>

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## Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC

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**Jasmin Winn** <jasmin.winn@boston.gov>  
To: Kim Napoli <kim@kimnapoliesq.com>  
Cc: Cannabis Board <CANNABISBOARD@boston.gov>

Wed, Jun 21, 2023 at 9:10 AM

Hi Kim

This email serves as confirmation you may conduct an additional community meeting virtually pursuant to all CCC requirements. Once you have your posting please reach out to [publicnotice@boston.gov](mailto:publicnotice@boston.gov) and they will make sure it is posted on the City's website. The abutter's generator list can be found [here](#).

Please let me know if you have any additional questions

Best,  
Jasmin

[Quoted text hidden]

—  
**Jasmin Winn**

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Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201

**CITY of BOSTON**

**SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).**

Please note: This is a City of Boston email account and the content of this message is public record.

Community Outreach Meeting Video  
July 7, 2023 - 7pm ET

*Transmitted Electronically to*  
licensing@cccmass.com

# Community Outreach Meeting Chat

19:31:08 From Laurel Cannon : What will be your days and hours of operation?

19:32:27 From Isaac Hampton – Underground Legacy, LLC. : Mon – Sat, 10 am – 9 pm, Sun 10am – 6 pm

19:32:35 From Laurel Cannon : Will there be grand employment opportunities?

19:33:31 From Isaac Hampton – Underground Legacy, LLC. : Yes, we will give preference to hiring from the community

19:33:39 From Laurel Cannon : Welcome to the Mattapan community!

19:34:17 From Isaac Hampton – Underground Legacy, LLC. : Thank you!

19:35:04 From Laurel Cannon : You're welcome!

19:35:21 From Kim Napoli : Official Notice of Public Meeting <https://www.boston.gov/public-notices/16035991>

19:35:31 From Kim Napoli : <https://www.boston.gov/sites/default/files/file/2023/06/Underground%20Legacy%20-%201379%20Blue%20Hill%20Ave%20Mattapan%20-%20Public%20Notice%207.7.23-revised.pdf>

19:37:14 From Linda B Cabral : What is the anticipated grand opening date?

19:37:43 From Isaac Hampton – Underground Legacy, LLC. : The grand opening date is still tbd

19:38:07 From Laurel Cannon : Reacted to "Yes, we will give pr..." with 🙌

19:38:17 From Laurel Cannon : Reacted to "Mon – Sat, 10 am – 9..." with 👍

20:01:25 From Kim Napoli : isaac.hampton@gmail.com

20:01:44 From Laurel Cannon : Thank you all! Take care!

# Attachment C

**PACK YOUR ITEMS RIGHT:**

**MAILING LETTERS (FOR DOMESTIC ONLY)**

- WEIGHT: Up to 3.5 ounces
- MAXIMUM THICKNESS: 1/4"
- MINIMUM SIZE: 5" long x 3 1/2" high
- MAXIMUM SIZE: 11 1/2" long x 6 1/4" high

**SHIPPING PACKAGES (FOR DOMESTIC ONLY)**

USPS Customs Declaration and Disposition Form (PS Form 3800, 10/10)

**NO THIS FORM** (Remove this page before completing this form)

**Block 1** Enter the country of origin of the goods. If the goods are from the United States, enter "USA".

**Block 2** Enter a detailed description of each item. Use the words "contents" and "quantity" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 3** Enter the value of each item. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 4** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 5** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 6** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 7** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 8** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 9** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 10** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 11** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 12** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 13** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 14** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 15** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 16** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 17** Enter the total weight of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

**Block 18** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.

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**Block 20** Enter the total value of all items. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description. Do not use "contents" or "contents" in your description.



Underground Legacy Social Club, LLC dba  
Underground Legacy, LLC



[REDACTED]

37 MATTAPAN ST  
MATTAPAN, MA 02126

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By City Clerk at 11:26 am, Jun 22, 2023

23 Tennis RD  
MATTAPAN, MA  
02126



## **NOTICE OF PUBLIC MEETING**

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Date: Friday July 7, 2023

Time: 7PM ET

Event Link: <https://tinyurl.com/UndergroundLegacy>

Event password: 747840

Event meeting ID: 849 3622 9237

Event Call in Code: +1 929 205 6099 US

**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

37 MATTAPAN ST  
MATTAPAN, MA  
02126



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19 HIAWATHA RD  
MATTAPAN, MA  
02126



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By City Clerk at 11:26 am, Jun 22, 2023

PO BOX 784  
DORCHESTER, MA  
02124



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187 GREEN ST  
BOSTON, MA  
02130



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By City Clerk at 11:26 am, Jun 22, 2023

330 ADAMS ST  
QUINCY, MA  
02169



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By City Clerk at 11:26 am, Jun 22, 2023

28 PAUL STREET  
WATERTOWN, MA  
02472



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████████████████████  
49 EAST SPRINGFIELD  
BOSTON, MA  
02118



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32 HIAWATHA RD  
MATTAPAN, MA  
02126



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715 WALK HILL ST  
MATTAPAN, MA  
02126



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18 MATTAPAN ST  
MATTAPAN, MA  
02126



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619 CENTRE ST  
JAMAICA PLAIN, MA  
02130



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702 WALK HILL  
MATTAPAN, MA  
02126



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33 KAREN DR  
RANDOLPH, MA  
02368



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9 BABSON ST  
MATTAPAN, MA  
02126



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██████████  
41 MATTAPAN ST  
MATTAPAN, MA  
02126



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By City Clerk at 11:26 am, Jun 22, 2023

572 FREEPORT ST, Unit SUITE-B  
BOSTON, MA  
02122



## **NOTICE OF PUBLIC MEETING**

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699 WALK HILL ST  
MATTAPAN, MA  
02126



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624 NORFOLK ST  
MATTAPAN, MA  
02126



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PO BOX 1118  
JAMAICA PLAIN, MA  
02130



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████████████████████  
27 BLAKELY CIRCLE  
RANDOLPH, MA  
02368



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71 DURBECK RD  
ROCKLAND, MA  
02370



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3 MARK LANE  
MILTON, MA  
02186



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PO BOX 1118  
JAMAICA PLAIN, MA  
02130



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388 E EIGHTH ST  
SOUTH BOSTON, MA  
02127



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714 WALK HILL  
MATTAPAN, MA  
02126



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38 MATTAPAN ST  
MATTAPAN, MA  
02126



## **NOTICE OF PUBLIC MEETING**

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

**Underground Legacy Social Club, LLC d/b/a Underground Legacy, LLC for an ADULT USE RETAIL CANNABIS DISPENSARY to be operated at the address of 1379-1385 BLUE HILL AVE, MATTAPAN.**

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This is NOT an in-person meeting. Interested parties can join virtually at the zoom link below.

Date: Friday July 7, 2023

Time: 7PM ET

Event Link: <https://tinyurl.com/UndergroundLegacy>

Event password: 747840

Event meeting ID: 849 3622 9237

Event Call in Code: +1 929 205 6099 US

**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

21 MATTAPAN  
MATTAPAN, MA  
02126



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████████████████████  
1387 BLUE HILL AVE  
MATTAPAN, MA  
02126



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619 CENTRE ST  
JAMAICA PLAIN, MA  
02130



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675 VFW PARJWAY #186  
CHESTNUT HILL, MA  
02467



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4 HIAWATHA RD  
MATTAPAN, MA  
02126



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██████████  
1407 BLUE HILL AVE  
MATTAPAN, MA  
02126



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22 HIAWATHA RD  
MATTAPAN, MA  
02126



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By City Clerk at 11:26 am, Jun 22, 2023

831 BEACON ST #140  
NEWTON, MA  
02459



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7 HIAWATHA RD #1  
MATTAPAN, MA  
02126



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577 NORFOLK  
MATTAPAN, MA  
02126



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187 GREEN ST  
BOSTON, MA  
02130



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8736 PUETT DRIVE  
DOUGLASVILLE, GA  
30135



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████████████████████  
17 HIAWATHA RD &  
MATTAPAN, MA  
02126



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27 HIAWATHA RD  
MATTAPAN, MA  
02126



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37 MATTAPAN  
MATTAPAN, MA  
02126



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12 HIAWATHA RD  
MATTAPAN, MA  
02126



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██████████  
10 COOLIDGE AVE  
WESTFORD, MA  
01886



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703 WALK HILL  
MATTAPAN, MA  
02126



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10 MATTAPAN ST  
MATTAPAN, MA  
02126



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9 HIAWATHA RD #2  
MATTAPAN, MA  
02126



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1379 BLUE HILL AV  
MATTAPAN, MA  
02126



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698 WALK HILL ST  
BOSTON, MA  
02126



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695 WALK HILL  
MATTAPAN, MA  
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████████████████████  
330 ADAMS ST  
QUINCY, MA  
02169



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28 Hrawatha RD  
MATTAPAN, MA  
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1350 BLUE HILL AV  
MATTAPAN, MA  
02126



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29 MATTAPAN  
MATTAPAN, MA  
02126



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11 E ALDEN AV  
RANDOLPH, MA  
02368



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**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

25 MATTAPAN ST  
MATTAPAN, MA  
02126



## **NOTICE OF PUBLIC MEETING**

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

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Date: Friday July 7, 2023

Time: 7PM ET

Event Link: <https://tinyurl.com/UndergroundLegacy>

Event password: 747840

Event meeting ID: 849 3622 9237

Event Call in Code: +1 929 205 6099 US

**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

572 FREEPORT ST SUITE B  
DORCHESTER, MA  
02122



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581 NORFOLK ST  
MATTAPAN, MA  
02126



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135 STETSON ST  
FALL RIVER, MA  
02720



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1393 1395 BLUE HILL AV  
MATTAPAN, MA  
02126



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By City Clerk at 11:26 am, Jun 22, 2023

619 CENTRE ST  
JAMAICA PLAIN, MA  
02130



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**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

7 FOREST RD  
HOLBROOK, MA  
02343



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32 MATTAPAN ST  
MATTAPAN, MA  
02126



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**RECEIVED**

By City Clerk at 11:26 am, Jun 22, 2023

11 EAST ALDEN AVE  
RANDOLPH, MA  
02368



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28 Hrawatha RD  
MATTAPAN, MA  
02126



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30 HIAWATHA RD  
MATTAPAN, MA  
02126



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27 TENNIS RD  
MATTAPAN, MA  
02126



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3531 WASHINGTON ST, UNIT 404  
JAMAICA PLAIN, MA  
02130



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20 MATTAPAN ST  
MATTAPAN, MA  
02126



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1410 BLUE HILL AVE  
MATTAPAN, MA  
02126



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## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

### Goals

In order for Underground Legacy to positively impact residents of “areas of disproportionate impact,” which have been defined and identified by the Cannabis Control Commission and include at least Census Tract 1011.02, Suffolk County, Massachusetts, 6 Digit Tract: 101102, Underground Legacy has established the following goals:

- Create a Community Advisory Board comprised of 7 residents to meet quarterly with Underground Legacy management.
- Increase property values and curb appeal throughout the neighborhood through bi-monthly (once every two months) community clean-ups.
- Hold semiannual (twice a year) clinics that focus on the risk factors of cannabis use during pregnancy to address the needs of local women of color.

### Programs

Underground Legacy has developed specific programs to effectuate its stated goals to positively impact residents of “areas of disproportionate impact,” which have been defined and identified by the Cannabis Control Commission and include at least Census Tract 1011.02, Suffolk County, Massachusetts, 6 Digit Tract: 101102. Such programs will include the following:

- Increase the opportunity for residents of Mattapan to influence the manner and methods of community engagement through the creation of Community Advisory Board comprised of 7 residents who will meet with us quarterly to provide constructive criticism and feedback on our efforts as a community partner.
- Bi-monthly (once every two months) community clean ups where residents may request assistance with tending to their properties for things like spring or fall cleanups. This program was designed with elderly residents in mind as this population often does not have the ability or the means to keep up with their residences.
- Implement Underground Legacy’s “Can I Live” program which centers the needs of women of color. We will hold two semiannual (twice a year) clinics that focus on the risk factors involved in using cannabis products during pregnancy. To combat the gruesome statistic of the maternal mortality rate of black woman being 2X higher than that of its white counterparts in Massachusetts, we will offer free doula or midwife services to all program participants. Underground Legacy has partnered with Gentle Spirit Services (“Gentle Spirit”), an organization committed to offering comprehensive, quality-driven, family centered prenatal, labor, birth, and postpartum health care services. Services are tailored to each women’s / person’s needs. Services are offered within safe spaces free of bias, trauma, and microaggression. Gentle Spirit offers culturally competent health care in a respectful manner, that helps women/families experience a satisfying labor & birth experience.
- These services have a value of approximately \$5K. Program graduates may access these services at any point that they become pregnant.

### Measurements

Underground Legacy Management will administer the Plan and will be responsible for developing measurable outcomes to ensure Underground Legacy continues to meet its commitments. Such measurable outcomes, in accordance with Underground Legacy’s goals and programs described above, include:

- Dates and attendance list for the quarterly meetings with the Community Advisory

Board.

- Approximate size and type of area cleaned, time spent cleaning, and the impact of clean-up on the targeted area.
- The “Can I Live” project runs two clinics a year, at which time services of varying degrees will be offered to program participants. Underground Legacy Social Club LLC dba Underground Legacy LLC has committed to providing services to a minimum of 5 program participants a year.
- Number of Can I Live participants at each clinic and number of graduates accessing services in the event they become pregnant.

Beginning upon receipt of Underground Legacy’s first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Underground Legacy will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Underground Legacy management will review and evaluate Underground Legacy’s measurable outcomes no less than twice annually to ensure that Underground Legacy is meeting its commitments. Underground Legacy is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

- Underground Legacy will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Underground Legacy will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UNDERGROUND LEGACY SOCIAL CLUB, L  
26 JEFFERS ST BLDG 1  
BOSTON MA 02131-4939

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

000041

## The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

### Restated Certificate of Organization

(General Laws, Chapter 156C, Section 19)

Filing Fee: \$100.00

Identification Number: 001450575

1.a. The exact name of the limited liability company: UNDERGROUND LEGACY, LLC

Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

UNDERGROUND LEGACY SOCIAL CLUB, LLC

3. The date of filing of the original certificate of organization:

07/29/2020

2. The address in the Commonwealth where the records will be maintained:

Number and street: 26 JEFFERS STREET

Address 2:

City or town: BOSTON State: MA Zip code: 02131

Country: UNITED STATES

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

RETAIL SALES

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: ISAAC HAMPTON

Number and street: 26 JEFFERS STREET

Address 2:

City or town: BOSTON MA State: MA Zip code: 02131

I ISAAC HAMPTON,

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   | Name            | Address                                |
|---------|-----------------|--|
| MANAGER | ISAAC HAMPTON   | 26 JEFFERS STREET BOSTON, MA 02131 USA |
| MANAGER | JONATHAN NAPOLI | 9 SPRUCE LANE SUDBURY, MA 01776 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         | Name            | Address                                |
|---------------|-----------------|--|
| SOC SIGNATORY | ISAAC HAMPTON   | 26 JEFFERS STREET BOSTON, MA 02131 USA |
| SOC SIGNATORY | JONATHAN NAPOLI | 9 SPRUCE LANE SUDBURY, MA 01776 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         | Name            | Address                                |
|---------------|-----------------|--|
| REAL PROPERTY | JONATHAN NAPOLI | 9 SPRUCE LANE SUDBURY, MA 01776 USA    |
| REAL PROPERTY | ISAAC HAMPTON   | 26 JEFFERS STREET BOSTON, MA 02131 USA |

9. Additional matters:

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

AMENDING THE NAME OF THE LLC

11. The restated certificate shall be effective when filed unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of June, 2023,

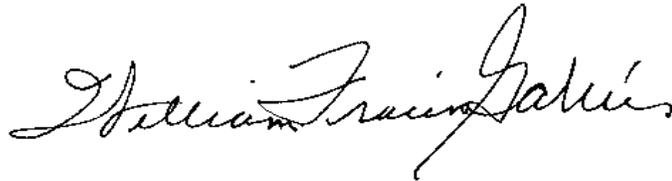
ISAAC HAMPTON

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

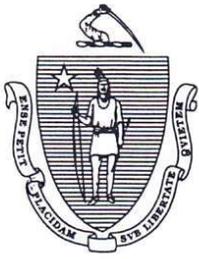
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

June 20, 2023 02:17 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

July 13, 2023

TO WHOM IT MAY CONCERN:

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

**UNDERGROUND LEGACY SOCIAL CLUB, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 29, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **ISAAC HAMPTON, JONATHAN NAPOLI**

I further certify, the names of all persons authorized to execute documents-filed with this office and listed in the most recent filing are: **ISAAC HAMPTON, JONATHAN NAPOLI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ISAAC HAMPTON, JONATHAN NAPOLI**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

**Underground Legacy Social Club, LLC**  
**A Massachusetts Limited Liability Company**

**LIMITED LIABILITY COMPANY RESTATED OPERATING AGREEMENT**

Dated as of August, 2022

THE MEMBERSHIP INTERESTS CREATED BY THIS LIMITED LIABILITY COMPANY RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, SUCH INTERESTS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT. ACCORDINGLY, THE HOLDERS OF SUCH INTERESTS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH INTERESTS FOR AN INDEFINITE PERIOD OF TIME.

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| ARTICLE 3  | MEMBER VOTING AND AGENCY RIGHTS; CERTAIN OTHER<br>NON-ECONOMIC RIGHTS OF MEMBERS         |
| ARTICLE 4  | ALLOCATIONS, CAPITAL ACCOUNTS, DISTRIBUTIONS   |
| ARTICLE 5  | TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS;<br>ADMISSIONS OF ADDITIONAL MEMBERS          |
| ARTICLE 6  | MEMBER DISSOCIATIONS BY DEATH, RESIGNATION OR<br>OTHERWISE; CONSEQUENCES OF DISSOCIATION |
| ARTICLE 7  | MEMBERS' DUTY OF CARE, ETC.  |
| ARTICLE 8  | MEMBERS' DUTIES OF GOOD FAITH, LOYALTY, ETC.   |
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**RESTATED OPERATING AGREEMENT OF  
UNDERGROUND LEGACY SOCIAL CLUB, LLC**

This Restated Operating Agreement (this "Agreement") of Underground Legacy Social Club, LLC (the "Company") is entered into as of the 8 day of August, 2022 by and among the parties signatory hereto in their capacities as Members.

The parties hereto have formed the Company as a limited liability company pursuant to the provisions of the Massachusetts Limited Liability Company Act ("Act") on July 29, 2020. The Members executed an Operating Agreement on September 19, 2021. The Members agree that this Restated Operating Agreement shall become effective and replace the prior Operating Agreement in full upon execution.

The parties hereto are entering into this Restated Operating Agreement to reflect their agreement regarding the operation of the Company and the rights and obligations of the Members. The parties hereto, each in consideration of the agreements of the others, mutually covenant and agree as follows:

**ARTICLE 1 - PRELIMINARY MATTERS**

1.1 Effective date of Agreement; enforceability. The effective date of this Agreement (the "Effective Date") shall be the date on which all Members execute the Agreement.

1.2 Formation of LLC. The Initial Members, on July 29, 2020, filed with the Secretary of State of Massachusetts a Certificate of Organization. On that date the LLC was formed. The Certificate is attached to this Agreement as Exhibit A. Upon its formation, the LLC became a legal entity separate and distinct from its members.

1.3 The LLC's name, purpose, registered agent, registered office and duration and form of management shall be as set forth in the Certificate.

1.4 Principal place of business of LLC. The LLC's principal place of business shall be 26 Jeffers Street, Boston, Massachusetts 02131. The Managers may change the LLC's principal place of business from time to time upon reasonable notice to the members.

1.5 Limited liability of members. No member shall be personally obligated to any third party for any debt, obligation, or liability of the LLC solely by reason of being a member or acting as a Manager. Members shall be liable for their conduct other than as members as provided by law.

1.6 Reservation of LLC management to Managers; appointment of initial Managers. Except as otherwise expressly provided in this Agreement, the management of the business and internal affairs of the LLC shall be reserved for a board of Managers. The board of Managers of the LLC shall initially consist of the following member: Isaac Hampton and Jon Napoli. The Decision-making of Managers is defined in Article 3 of this Agreement. As Managers, Isaac Hampton and Jon Napoli will serve in the following capacities:

- Isaac Hampton: Chief Executive Officer
- Isaac Hampton: General Manager
- Jon Napoli: Procurement Manager

1.7 Voting of Class A Members. The initial Class A Members are Isaac Hampton, Jon Napoli, and Kim Napoli. Should the Class A Members permit Class A Members to transfer their interest, the recipient of the equity shall be admitted as a Class B Member unless the remaining Class A Members vote to admit the transferee as a Class A Member. Voting of Class A Members shall be done pro-rata, based on their relative holdings of Class A Interests as set forth on Exhibit B hereto.

1.8 Taxation of LLC and Members. The Company elects to be taxed as a pass-through entity. All members shall act in accordance with the pass-through tax status of the Company, and no member shall take any position to the contrary in any tax filing.

1.9 Annual accounting period of LLC. The LLC's annual accounting period for financial and tax purposes shall be the calendar year.

1.10 LLC method of accounting. The LLC shall use the accrual method of accounting to compute its taxable income.

1.11 Addition of LLC as a party to Agreement. A member shall sign this Agreement on behalf of the LLC, and the LLC shall become a party to the Agreement.

1.12 Effect of LLC Act. Except as otherwise provided in this Agreement or by law, the business and internal affairs of the LLC shall be governed by the LLC Act or any subsequent applicable law.

1.13 Amendment of Agreement and Certificate. No amendment of this Agreement or of the Certificate shall be valid except as approved by a Supermajority (as defined in Article 3) of the Class A Members. Dissociated Class A members shall have no right to vote on amending the Agreement or the Certificate. Notwithstanding the foregoing, no amendment to the Certificate or this Agreement shall disproportionately materially and adversely affect one Member or class of Members, without the consent of the affected Member or class of Members

1.14 Qualification in other jurisdictions. Before conducting business in any jurisdiction other than Massachusetts, the LLC shall file all forms and shall do all other things required under the laws, including the tax laws, of that jurisdiction in order to conduct that business.

## **ARTICLE 2 - CLASSES OF MEMBERS; MEMBER CASH CONTRIBUTIONS, ETC.**

2.1 Classes of members. The LLC shall have two classes of membership:

- (a) Class A: Class A Members have the right to vote on any major decision requiring a supermajority.
- (b) Class B: Class B Members have no right to vote on any matters of the Company unless required by law.

2.2 Contributions of cash, etc., to be made by members in exchange for their memberships. The Members, in exchange for their memberships, made contributions to the LLC as provided in the attached Exhibit B. Members admitted to the LLC after its formation shall make contributions in exchange for their memberships as set forth in amendments to that exhibit. Exhibit B shall reflect whether a Member's interest is Class A or Class B. Any additional capital contributions shall be accepted only by approval of the Managers. See Exhibit B for further

detail on the schedule for contributions.

2.3 Valuation of non-cash contributions. The Company shall only accept non-cash contributions to the Company and assign a value to such contribution upon an affirmative vote of the Managers, which value shall then be reflected in the value on Exhibit B. In the absence of fraud, such approved valuation shall be conclusive as to that value.

2.4 Promises to make contributions shall be in writing. No promise by a member to make a contribution to the LLC shall be enforceable unless set forth in this Agreement or in another writing signed by the member.

2.5 Enforceability of promises to make contributions: enforcement of promises. Members or their representatives shall be obligated to perform written promises to make contributions to the LLC even if the members are unable to do so because of death, disability, or otherwise. The terms of the contribution shall be evidenced by the written contribution document. No such promise shall be compromised except by affirmative vote of the Managers.

2.6 No interest in contributions. The members shall earn no interest on their contributions under Article 2.

2.7 No requirement of contributions except as in Exhibit B. No member shall have a duty to make a contribution to the LLC except as provided in Exhibit B (as this exhibit may be amended from time to time), unless pursuant to a duly authorized action of the Managers to require an additional capital contribution based on Class A.

2.8 Member loans or leases to LLC. Upon an affirmative vote of the Managers, the Company may accept a loan from a Member. Any Manager proposing a loan to the Company may not vote on whether to accept the loan or the terms of the loan. Any loans from Members must be in writing and signed by both the lending member and a non-lending Manager. The agreement must have at minimum the following terms: principal, interest rate, and repayment term.

2.9 Managers as Employees. Managers performing duties for the Company may be hired as employees of the Company. There shall be a written employment contract between the Manager and the Company, which includes job duties and compensation. The Manager's employment contract must be approved by a Supermajority of Class A Members (not including the Manager whose contract is being voted on) as a Major Decision. All Manager contracts as employees shall be included in this agreement in Exhibit C.

2.10 Notwithstanding anything else to the contrary herein, for so long as the Company qualifies as an "empowerment entity" by the Massachusetts Office of Economic Empowerment, Class A Members Isaac Hampton shall maintain at least 51% of Company equity.

### **ARTICLE 3 - MEMBER VOTING AND AGENCY RIGHTS; CERTAIN OTHER NON-ECONOMIC RIGHTS OF MEMBERS**

#### **3.1 Meetings and Voting of Managers**

- (a) *Manager decisions.* Managers may vote on and adopt or reject all decisions related to the Company, with the exception of Major Decisions.
- (b) *Meetings.* Meetings of the Managers may be called by any Manager for any purpose or purposes unless otherwise prescribed by the Act. When only one Member is serving as

Manager, the sole Member may waive any requirement for official meetings for decisions of the Managers and may make decisions solely by written consent.

- (c) *Notice of Meeting.* Written or telephonic notice stating the place, day, and hour of the meeting shall be made not less than five (5) days before the date of the meeting, by electronic mail and USPS or equivalent mail (unless waived by each Manager), by or at the direction of the Managers, to each Manager of record. When all Managers are present at any meeting, or if those not present sign a written waiver of notice of such meeting or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if the meeting were formally called and notice had been given. When only one Member serves as Manager, there shall be no notice requirement for Manager meetings.
- (d) *Quorum.* A Quorum of a meeting of the Managers shall require 2/3 (two-thirds) of the Managers, represented in person or by proxy. If less than said quorum is represented at a meeting, the meeting shall be adjourned.
- (e) *Proxies.* At all meetings of Managers, a Manager may vote by proxy executed in writing by the Member. Such proxy shall be filed by such Member before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of execution.
- (f) *Voting.* Each Manager is entitled to one vote. In order for a decision to be adopted by the Managers, at least a majority of Managers eligible to vote must vote to approve an action or decision; provided that a Manager shall not be eligible to vote if such Manager is disqualified to vote on a particular issue if the Manager has a financial interest in the subject of the vote (disproportionate than all other Managers).
- (g) *Deadlock of Managers.* Should there be an even number of Managers and the Managers are unable to agree unanimously on a decision, the matter may be brought to a vote by the Class A Members in order to break a deadlock. 70% (seventy percent) of Class A Member interests must vote on a matter which the Managers are deadlocked on in order for it to pass and be adopted by the Company.
- (h) *Written Consent Managers.* Unless otherwise provided by the Act or this Agreement, any action required to be taken at a meeting of the Managers or any other action which may be taken at a meeting of the Managers may be taken without a meeting if a written consent setting forth the action so taken shall be signed by all the Managers eligible to vote with respect to the subject matter thereof.

### 3.2 Meetings and Voting of Class A Members

- (a) *Class A Member decisions.* The Class A Members shall have the power to approve or reject any decision defined below as a "Major Decision."
- (b) *Major decisions.* The following decisions are considered "Major Decisions," and are to be subject to a vote of the Class A members:
  - (i) Any amendment of this Restated Operating Agreement.
  - (ii) The decision to make distributions.
  - (iii) Sale, lease, exchange, license, or other transfer of all or substantially all of the Company's assets outside of the ordinary course of business.
  - (iv) Merger or consolidation of the Company with or into one or more other entities.

- (v) Amendment to the Certificate of Organization.
- (vi) The formation of any subsidiary or joint venture.
- (vii) The adoption of any equity compensation plan or any plan of compensation based upon or linked to any business plan, operational or financial forecast of the Company.
- (viii) The approval of any annual business plan for the operations or performance of the Company.  
The approval of any annual business plan for the operations or performance of the Company.
- (ix) The approval of the annual budget.
- (x) Disclosure of any confidential Company information.
- (xi) Execution of any contracts or agreements between the Company and any third party, with the exclusion of routine non-disclosure agreements with employees of the Company.
- (xii) Opening any accounts with any financial institutions.
- (xiii) Approval of the employment contract and compensation of any Managers.
- (xiv) Dilution of any membership interest or class.
- (xv) Offering equity in the Company to any person.
- (xvi) Entering into any agreement which would result in the Company having debt or any financial obligation to any third party.
- (xvii) Entering into any agreement for the purchase or lease of any real property.
- (xviii) Loaning any Company funds or assets to any third party.
- (xix) Any interested party transactions.
- (xx) Any purchases which, in the aggregate over a 12-month period, would result in a line-item expenditure of over \$2,000.00 (two thousand dollars and zero cents);
- (xxi) Conversion of any equity interest from Class A to Class B, or Class B to Class A.
- (xxii) Creation of any additional equity classes.
- (xxiii) Determination of a "Total Disability" as defined by Section 6.4.
- (xxiv) The sale, transfer, and assignment of Membership interest (note: any sale or assignment of a Membership interest is subject to applicable law).
- (xxv) Admission of any new Member or Members (note: any admission of a Member is subject to applicable law).
- (xxvi) Any action that results in liquidation or dissolution of the Company or any Company Subsidiary.
- (xxvii) Expelling any member in accordance with this Agreement; and
- (xxviii) The decision to purchase the interest of any expelled Member in accordance with this Agreement.

- (c) *Meetings.* Meetings of the Class A Members may be called by any Class A Member for any purpose or purposes unless otherwise prescribed by the Act.
- (d) *Notice of Meeting.* Written or telephonic notice stating the place, day, and hour of the meeting shall be made not less than seven (7) days before the date of the meeting, either by electronic mail or by USPS of equivalent mail, by or at the direction of the Class A Members, to each Class A Member of record. When all Class A Members are present at any meeting, or if those not present sign a written waiver of notice of such meeting or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if the meeting were formally called and notice had been given.
- (e) *Quorum.* Class A Members holding in excess of 52% (fifty-two percent) of the Class A Interests of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Class A Members. If less than said quorum is represented at a meeting, the meeting shall be adjourned.
- (f) *Proxies.* At all meetings of the Class A Members, a Class A Member may vote by proxy executed in writing by the Class A Member. Such proxy shall be filed by such Class A Member before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution.
- (g) *Voting.* All voting of Interests of Class A Members shall be based on the percentage of Interests owned by each Class A Member as set forth in Exhibit B and not per capita based on the number of Members. Except as otherwise expressly set forth in this Agreement, a vote, action, or any other matter coming before the Class A Members shall be deemed approved if approved by vote of the Class A Members holding 52% (fifty two percent) of the total Class A Membership (a "Supermajority") who are eligible to vote.
- (h) *Written Consent of Class A Members.* Unless otherwise provided by the Act or this Agreement, any action required to be taken at a meeting of the Class A Members or any other action which may be taken at a meeting of the Class A Members may be taken without a meeting if a written consent setting forth the action so taken shall be signed by all the Class A Members entitled to vote with respect to the subject matter thereof.

3.3 The Class B members have no rights to vote on any matters of the Company, unless required by the Act or other law.

3.4 Members have no agency right. No member as a member shall have the right to bind the LLC in dealings with third parties.

3.5 Right of members to obtain information in LLC's possession or control. Class B Members shall only have the right to access the minimum information required under MGL 156c § 9. Class A Members shall have access to Company information, subject to any employee records which could result in a violation of any applicable law, or subject the Company to liability from a third party. All information thus acquired by the member shall be subject to the provisions of Article 9 (relating to the confidentiality of certain LLC information). All Class A Members shall have access to financial records and online accounts in order to monitor the account activities.

3.6 Right of members to bring action against, in the name of or on behalf of the LLC or against other members. No member in the member's capacity as a member may bring a suit or

action against the LLC or against any other member in the other member's capacity as a member in any court for any reason except to enforce an arbitration order under Article 17.

No member may bring a suit or action against any person in the name of or on behalf of the LLC except with a Supermajority vote of the Class A members. Any member may assert in arbitration under Article 17 any claim that could be asserted in any suit or action against, in the right of or in the name of the LLC.

3.7 Informational Reporting of Managers. The Managers shall be required to provide a monthly report to the Class A Members. The report shall contain information regarding the activities of the Company, as well as any information the Managers may have which may be relevant to a present or future Major Decision.

## **ARTICLE 4 - ALLOCATIONS, CAPITAL ACCOUNTS, DISTRIBUTIONS**

### 4.1 General

- (a) The provisions of this Agreement relating to allocations and the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulation.
- (b) *Income Tax Consequences.* The Members intend for the Company to be considered a partnership for federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by this Article and hereby agree to be bound by the provisions of this Article in reporting their shares of Company income and loss for income tax purposes.

### 4.2 Allocations; General Rules.

- (a) After giving effect to the special allocations, if any, set forth in this Agreement, Profits and Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests. Should there be any reserve interest, any losses allocated to the reserve shall be allocated pro-rata among the Members based on their percentage interest. Any Profits allocated to reserve shall be allocated among all Members pro-rata based on their percentage interest.
- (b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations, including allocations of Book Profits and Losses, not otherwise provided for, shall be divided among the Members in proportion to their respective Percentage Interests.

### 4.3 Maintenance of Capital Accounts; General Rules.

- (a) A Capital Account shall be maintained on the books of the Company for each Member, which shall be (i) credited with the Member's Capital Contributions and assessments and the amount of any liabilities that are assumed by such Member or that are secured by any property distributed to such Member; (ii) credited with such Member's distributive share of Profits and any income of the Company that is exempt from federal income tax and not

otherwise taken into account in computing Profits; (iii) charged with such Member's distributive share of Losses and any nondeductible expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account under this Section; and (iv) charged with any distributions to such Member and with the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

- (b) Upon the sale, exchange, or other transfer of an interest, or the assignment of such Interest to a new Member, the Capital Account of the transferor Member shall carry over pro-rata to the transferee Member.
- (c) A Member shall not be entitled to demand the return of, or to withdraw, any part of its Capital Account, or to receive any distribution, except as provided in this Agreement.

#### 4.4 Maintenance of Capital Accounts; Special Rules.

- (a) *Gross Asset Value; Adjustments.* In the case of property other than cash contributed to the Company or distributed to a Member, each Member's Capital Account will be credited with the Gross Asset Value of property contributed to the Company by such Member (net of liabilities assumed by the Company and liabilities to which such contributed property is subject) and shall be debited with the cash and the Gross Asset Value of property distributed to such Member (net of liabilities assumed by such Member and liabilities to which such distributed property is subject). For purposes of determining and maintaining the Members' Capital Accounts, the Gross Asset Value of Company assets shall be adjusted as follows:
  - (i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the Gross Fair Market Value of such asset.
  - (ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective Gross Fair Market Values, as determined by the Members, as of the following times: (a) the acquisition of additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) upon liquidation of the Company; (c) upon the distribution by the Company of more than a *de minimis* amount of money or other Company property to retiring or continuing Member as consideration for such member's interest in the Company; or (d) under generally accepted industry accounting practices (*provided, however*, as to clause (d), that substantially all of the Company's property (excluding money) consists of stock, securities, commodities, options, warrants, futures, or similar instruments that are readily tradable on an established securities market);
  - (iii) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i) or (ii) of this Section 5.05A, such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such

asset for purposes of computing Book Profits and Losses, as set forth in Section 5.05B; and

- (iv) In the event the Gross Asset Values of Company assets are adjusted pursuant to subsections (i) through (iii) of this Section 5.05A, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.
- (b) *Computation of Book Profits and Losses.* For purposes of determining and maintaining the Members' Capital Accounts and the computation of Book Profits and Losses only, the following adjustments shall be made to the calculation of Profits and Losses reflected in the Members' Capital Accounts:
- (i) Book Profit or Loss resulting from any disposition of Company property with respect to which gain, or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value, adjusted in accordance with Section 5.05A, of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from such Gross Asset Value.
  - (ii) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such Profits or Losses, there shall be taken into account Book Depreciation for such Fiscal Year or other period.
  - (iii) Allocations of Book Profits and Losses among the Members shall be made in accordance with the provisions of this Article respecting allocations of Profits and Losses among Members.
- (c) *Members' Share of Nonrecourse Liabilities.* For purposes of Code Section 752, each Member's share of Company nonrecourse liabilities shall be determined in accordance with Treasury Regulation Section 1.752-3(e). For purposes of determining each Member's proportionate share of the excess nonrecourse liabilities of the Company pursuant to Treasury Regulation Section 1.752-3(a)(3), the Members' respective interests in Profits shall be their respective Percentage Interests.

4.5 Cash Flow. Cash Flow shall be distributed to the Members as reasonably determined by the Managers on a quarterly basis, in accordance with each Member's respective Percentage Interest; *provided, however*, that subject to the limitations on distributions described in clauses (a) and (b) in the immediately succeeding sentence, unless the Managers otherwise agree, Cash Flow shall be distributed at a minimum to the Members in accordance with their respective Percentage Interests at such times and in such amounts reasonably estimated by the Members to be sufficient to cover fully the federal and state income taxes payable by the Members on taxable income of the Company allocated to them, such estimated amount to be calculated for the Fiscal Year by multiplying the Profit of the Company for the Fiscal Year by the highest combined marginal federal and state income tax rate applicable to any Member for the Fiscal Year. In no event, however, shall any distribution from Cash Flow be made under this Section to the extent that such distribution would (a) violate the terms of any financing arrangement to which the Company is a party, or (b) result in an inability on the part of the Company to pay its debts as

they become due. Should there be any reserve interest, any losses allocated to the reserve shall be allocated pro-rata among the Members based on their percentage interest. Any Profits allocated to reserve shall be allocated among all Members pro-rata based on their percentage interest.

4.6 Net Cash From Sales or Refinancing's. Except as otherwise provided in this Agreement, Net Cash from Sales or Refinancing shall be distributed to the Members in accordance with their respective Percentage Interests at such time or times and in such amounts as the Members deem appropriate.

4.7 Distributions Other Than Cash. No Member shall have any right to demand or receive property other than cash in respect of any part of such Member's contribution to the capital of the Company or a share of the Company's Profits or any distribution. A Member shall have a right to distributions of cash, including the return of such Member's Capital Contribution, only in the circumstances set forth herein.

4.8 Unlawful Distributions. The LLC shall make no Unlawful Distribution of its assets to any member. For purposes of this Article 4.8, distribution is an Unlawful Distribution:

- (a) If, as a result of the distribution, the LLC would be unable to pay its debts as they become due in the next three (3) months.
- (b) If the distribution is unlawful under the LLC Act as in effect from time to time.

4.9 Liability for authorizing or receiving Unlawful Distributions. Managers who vote to authorize Unlawful Distributions under Section 4.5(c), or who receive these distributions, shall be liable as provided in the LLC Act.

4.10 Reimbursement of expenses. Any expense incurred by a Member or Manager must receive approval by the Managers prior to being incurred in order to be reimbursed. If any member or Manager incurs a reasonable expense on behalf of the LLC and reasonably documents this expense to the LLC, the LLC shall reimburse the member for this expense as promptly as reasonably possible after receiving this documentation.

4.11 Wages of Managers as employees. Any wages paid to Managers as employees of the Company shall not be considered distributions. Any wages owed to Managers under an employment contract shall be considered a debt of the Company and shall be paid before the calculation of any net profits of the Company.

4.12 Reserve. Should there be any equity in the Company held in "reserve", said equity shall be allocated among the existing Members pro-rata for tax purposes, but shall not be allocated pro-rata for voting purposes. At all times that the Company qualifies as an "empowerment entity" by the Massachusetts Office of Economic Empowerment, Isaac Hampton shall maintain *at least* 51% of ownership and decision-making power.

## **ARTICLE 5 - TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS, ETC.**

5.1 Restrictions on the right of members to transfer and pledge their membership rights. No member shall transfer or pledge to any person all or any part of the member's rights as a member by sale or by gift (whether economic right or non-economic rights) except by unanimous approval (exclusive of votes held by the member wishing to make the transfer or

pledge in question). In addition to approval by Class A Members, any transfer or pledge of any membership requires the prior approval of the Massachusetts Cannabis Control Commission.

5.2 Transfer upon death. Upon the death or permanent incapacity of any Member, the Company shall automatically purchase the deceased or permanently incapacitated member's interest at Fair Market Value, paid to either (i) the named person, trust or LLC indicated by the Member in Exhibit E (hereinafter referred to as the "Beneficiary") or (ii) if no living person, trust or LLC is named, the estate of the permanently incapacitated or deceased's family member. The permanently incapacitated or deceased member shall immediately be removed as a member of the Company upon the notification of permanent incapacity or death. Any expense or fees related to the filings or updates to governmental bodies in order to effectuate the removal of the deceased or permanently incapacitated member, including reasonable attorney's fees, shall be deducted the amount owed by the Company to the Beneficiary. The Company shall pay the full market value, minus deductions, within 12 (twelve) months of the date of removal. Any amount which is not immediately paid shall accrue interest at the minimum Applicable Federal Rate.

5.3 Right of the LLC to acquire certain members' LLC interests. The LLC may require a member to promptly sell all or any part of the member's LLC interest to the LLC for its fair value and upon other reasonable purchase terms if:

- (a) The member is dissociated from the LLC for any reason.
- (b) The member becomes a party to a divorce proceeding and the Managers determine reasonably and in good faith that it is likely that as a result of that proceeding, all or any of the member's membership rights will be awarded to the member's spouse.
- (c) If any member's ownership would threaten the adult-use marijuana license(s) held by the Company, if permitted by the Massachusetts Cannabis Control Commission, the member will be given the opportunity to cure or remedy the issue causing the disqualification. If the member is unable to remedy, or if the Cannabis Control Commission will not permit the issue to be remedied, then the Member shall be removed from the Company. If the Company reasonably expects to have to expend more than \$5,000.00 (five thousand dollars and zero cents) on a Member qualification issue, the Member must pay the expense personally. If the Member must be removed from the Company, then the Member's interest shall be returned to the Company.
- (d) An arbitrator orders such a sale under Article 17 on the ground that it is fair and reasonable in the circumstances.

5.4 Payment for Purchase of Membership Interest. If a Member is required to sell their interest to the Company in accordance with this Section 5, the Company shall pay the Member fair market value of the interest. The interest shall be valued at: the time of dissociation or vote of the Managers that a member's interest will be awarded in a divorce, or the time of the Cannabis Control Commission determining that a Member is disqualified, or at the time of notice of arbitration. The decision of which time to value the interest shall be determined by a vote of the remaining Managers, and the decision shall be final and non-appealable by the departing Member. The repayment of the fair market value of the removed member's interest shall be over a minimum of three (3) years. The interest rate shall be set at the long term AFR on the date of valuation. The Company has the option to pay the value of the member's interest in a shorter time period if the Managers vote to do so. If there is any dispute over the purchase price, an arbitrator shall be appointed in accordance with Article 17 to determine the fair market value. A

delay in arbitration shall not delay the removal of the member.

5.5 Election under Internal Revenue Code section 754. Before any member transfers any of the member's rights as a member to any person, the members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of LLC property in connection with that transfer.

## **ARTICLE 6 - MEMBER DISSOCIATIONS BY DEATH, RESIGNATION OR OTHERWISE; CONSEQUENCES OF DISSOCIATION**

6.1 Definition of dissociation of a member. The dissociation of a Class A member means the termination of the Class A member's right to participate in the LLC's business and internal affairs by voting on any LLC matters either as a Class A member, or as a Manager if applicable, and termination of any right to act as an agent for the LLC or otherwise.

6.2 Events of dissociation. A member shall be dissociated only upon the occurrence of one of the following events:

- (a) The member dies (or, if the member is an entity, it incurs a dissolution or equivalent event).
- (b) The member incurs a Total Disability (as defined in Article 6.4).
- (c) The member becomes bankrupt.
- (d) The member resigns in accordance with Article 6.6.
- (e) The member transfers or attempts to transfer the member's entire LLC interest to another person without approval in accordance with this Agreement.
- (f) The member is expelled from membership in the LLC in accordance with Article 6.7.
- (g) The member is not permitted to have ownership or control of the Company because of disqualification under the CCC regulations or other Massachusetts state law.
- (h) The member's interest is involuntarily transferred as a result of a divorce decree.

6.3 Definition of Total Disability. A member shall be deemed to have incurred a Total Disability within the meaning of Article 6.2(b) if, by reason of any physical or mental disability, the member is unable to participate significantly in the business and internal affairs of the LLC for 180 consecutive days.

6.4 Determination of Total Disability. Whether a member has incurred a Total Disability and the date on which the member has incurred a Total Disability shall be determined by a vote of the Class A Members. All such determinations shall be subject to review in arbitration under Article 17.

6.5 Definition and effective date of resignation. For purposes of this Article 6, the resignation of a member means the member's voluntary renunciation of the member's right to participate in the business and internal affairs of the LLC. A member shall be deemed to have resigned from the LLC within the meaning of this Article 6 on the effective date of the notice of resignation described in Article 6.8.

6.6 Right of members to resign from LLC; notice of resignation. A member may without

liability resign as a member of the LLC by giving written notice of resignation to the other members. The resignation shall be effective 60 days after all of the other members have received the notice.

6.7 Member expulsions. A member may be expelled from the LLC:

- (a) If the member materially breaches this Agreement and fails to cure the breach within 60 days' time after receiving notice of it.
- (b) If the member engages in fraudulent or illegal actions relating to the business or internal affairs of the LLC; or
- (c) If a member's actions or inactions result in disqualification for ownership of the Company by the Cannabis Control Commission, in accordance with Section 5.4(c).

6.8 Voting requirement for expelling a member. Voting to expel a member shall be considered a major decision, and require a Supermajority of the Class A Members, excluding the member proposed to be expelled if that member is also a Class A Member. If the LLC has only two Class A members, either member may petition an arbitrator to order the expulsion of the other.

6.9 Purchase of expelled member's LLC interest. If the LLC may exercise its right under Article 5 to purchase the LLC interest of an expelled member. The decision to purchase an expelled member's interest shall be considered a major decision requiring a Supermajority of the Class A Members. The purchase price and terms shall be set in accordance with Section 5.4. If the LLC cannot agree with the expelled member on the purchase price or on the other terms of this purchase, these matters shall be decided by arbitration under Article 17. A delay in arbitration award shall not prevent the member to be expelled, but instead the members shall retain the right to arbitrate the purchase price and terms after they have been expelled and removed from the Company.

In deciding any such arbitration, the arbitrator shall consider all relevant factors, including the conduct of the expelled member resulting in the expulsion.

#### **ARTICLE 7 - MEMBERS' AND MANAGERS DUTY OF CARE, ETC.**

7.1 Duty of care. In participating in any matter (an "LLC matter") relating to the business and internal affairs of the LLC, members in their capacity as members and as Managers shall use their commercially reasonable efforts to further the interests of the LLC. However, members shall be liable for violations of their duty of care as members and as Managers only as provided in Article 7.2.

7.2 Duty to obtain information. Before making any decision or taking any action in an LLC matter, members in their capacity as members and as Managers shall use their reasonable best efforts to obtain all relevant information.

7.3 Duty to act within authority, etc. No member shall act as an agent for the LLC in any matter except as authorized by this Agreement.

7.4 Who may claim breach of this Article; member vote necessary to make claim. Only the LLC may make a claim against a member for a breach of a duty of the member or Manager under this Article 7. The LLC shall make no such claim except upon the affirmative vote of a Supermajority of the Class A members (exclusive of the votes of the member subject to the

claim).

7.5 Liability insurance for members. Whether the LLC shall maintain an insurance policy to cover member liabilities arising under this Article 7 shall be determined by the affirmative vote of the Managers.

## **ARTICLE 8 - MEMBERS' AND MANAGERS' DUTY OF LOYALTY, ETC.**

8.1 Duty of loyalty - general rule. In matters relating to the business and affairs of the LLC, Managers shall subordinate their self-interests to the well-being of the Company. If there is any business opportunity that the Manager becomes aware of which may benefit the Company or any potential for self-dealing, the Manager must comply with sections 8.2 through 8.5 below in order to meet their duty of loyalty to the Company.

8.2 Duty to transfer certain benefits to the LLC. Any member, whether acting as a member, Manager, officer or employee, who directly or indirectly receives from any person a monetarily significant benefit, including cash, in connection with the member's participation in LLC matters shall transfer this benefit or its monetary equivalent to the LLC;

However, the member may retain the benefit if authorized to do so:

- (a) By this Agreement; or
- (b) By the advance consent of the Managers (exclusive of the votes of the member in question).

8.3 Duties in doing business with LLC. Members may engage directly or indirectly in business with the LLC on their own behalf or on behalf of third parties only with the approval by the Class A Members (exclusive of the votes of the member wishing to engage in business with the LLC). The terms of any business engagement permitted under Article 8.4 shall be arm's-length terms and in writing.

8.4 Duties with respect to LLC business opportunities. If a member learns (whether in the course of LLC business or otherwise) of a business opportunity potentially valuable to the LLC, the member has a duty to disclose the opportunity to the LLC.

8.5 Duties of good faith and fair dealing. In all LLC matters, members in their capacity as members and as Managers shall act in good faith and shall deal fairly with the LLC and with the other members.

8.6 Duty to keep other Managers informed. Each Manager shall use reasonable efforts to keep the other Managers currently informed concerning the LLC's business and internal issues.

8.7 Who may claim breach of this Article; member vote necessary to make claim. Only the LLC may make a claim against a member for a breach of the member's duty under Article 8. The LLC shall make no such claim except upon the vote of a Supermajority of Class A members (exclusive of the votes of the member subject to the claim).

8.8 Indemnification of members for claims of breach of Article 8. No member shall be entitled to indemnification for expenses or damages incurred by the member as a result of the member's breach of any provision of this Article 8.

8.9 Advancement of litigation expenses. The LLC shall advance litigation expenses to a member for the defense of a claim against the member for breach of the member's duties under

Article 8 if a vote of the Managers (excluding the votes of the member who is the subject of the claim) determine by vote that in the matter in question, it is probable that the member has complied with these duties.

#### **ARTICLE 9 - MEMBERS' DUTY OF CONFIDENTIALITY**

9.1 Members' duty to maintain the confidentiality of LLC information. Each member, whether acting as a member or as a Manager:

- (a) Shall maintain the confidentiality of Confidential Information (as defined in Article 9.2).
- (b) Except as required in conducting the business and internal affairs of the LLC, shall not disclose Confidential Information to any third party without the approval of the Managers (exclusive of the Manager votes of the Manager desiring to make the disclosure).
- (c) Shall make copies of documents and other media containing Confidential Information only for the benefit of the LLC or for any purpose reasonably related to their membership.
- (d) Shall use Confidential Information only for the benefit of the LLC; and
- (e) Promptly after ceasing to be a member or Manager, shall return to the LLC all documents and other media containing Confidential Information.

9.2 Definition of Confidential Information. For purposes of this Agreement, Confidential Information means:

- (a) The terms of this Agreement; however, a member may disclose these terms on a confidential basis to his or her professional advisers.
- (b) Information that the LLC maintains in confidence and that has actual or potential economic value to the LLC because it is not generally known to others and is not readily ascertainable by them, which information shall include:
  - (i) financial information relating to the LLC and to the members.
  - (ii) information relating to LLC marketing and business plans and strategies.
  - (iii) information concerning the design and manufacture of LLC products and concerning the method of providing LLC services.
  - (iv) information in LLC personnel files and similar files relating to LLC members and employees.
  - (v) Information entrusted to the LLC in confidence by third parties.
  - (vi) Information reasonably designated by the members as Confidential Information; and
  - (vii) Information disclosed by a member under Article 10.

9.3 Exceptions to duty of confidentiality. Article 9.1 shall not apply to information:

- (a) Which enters the public domain through no fault of a member.
- (b) The disclosure of which is required by final order of a court of competent jurisdiction.
- (c) Required disclosures to the Massachusetts Cannabis Control Commission, as required by

Massachusetts law.

- (d) The disclosure of which is made on a confidential basis to an arbitrator in an arbitration under Article 17, or under order from a court or regulatory agency.

9.4 Binding effect; termination. This Article 9 shall bind each member even after the member ceases to be a member. For seven years after ceasing to be a member, a former member shall be bound by this Article 9. Subject to any contrary arrangement with a third party, this Article 9 shall terminate upon the termination of the legal existence of the LLC.

## **ARTICLE 10 - REPRESENTATIONS AND WARRANTIES BY MEMBERS.**

### **DUTY TO UPDATE**

10.1 Representations and warranties. Each member in the member's capacity as a member and as a Manager represents and warrants as follows:

- (a) Freedom of members to enter into an agreement, etc. The member:
  - (i) Is legally free to enter into this Agreement and to perform the member's obligations under the Agreement in accordance with its terms; and
  - (ii) Is not prevented from doing so by order of any court or other governmental authority, by any agreement with a third party (including an employment agreement, non-competition agreement or nondisclosure agreement) or by any other cause.
- (b) Free acceptance of terms, etc. The member has accepted the terms of this Agreement knowingly and freely.
- (c) The Member does not have any other ownership or control, as defined in 935 CMR 500.000 and MGL c. 94G, in any other Massachusetts medical or adult-use marijuana license which has not already been disclosed to the Managers and approved by a Supermajority of Class A Members.

10.2 Duty to update. If, after a member signs this Agreement, the member discovers that any of the above representations were erroneous when made or have become erroneous, the member shall immediately so advise the other members.

## **ARTICLE 11 - PROTECTION OF LIMITED LIABILITY**

Each member shall take all reasonable measures to protect the limited liability of the members in their capacity as members and Managers. These measures shall include the following:

11.1 Use of "LLC" with LLC name. The Managers shall use their reasonable best efforts to ensure that the abbreviation "LLC" appears after the name of the LLC in all LLC stationery, checks, business cards, invoices, advertisements, and other media containing the name of the LLC and likely to be read or heard by third parties.

11.2 Separate books and accounts; no commingling. The LLC shall have its own books and accounts, which shall be maintained separately from those of any member. The Managers shall use their reasonable best efforts to prevent any commingling of the assets of the LLC with those of any member. No Manager shall borrow money or other assets from the LLC or lend

money or other assets to it except on the basis of reasonable documentation and arm's-length terms.

11.3 Adequate capitalization. The Managers shall use their reasonable best efforts to ensure that the LLC's cash and other assets, cash flow, insurance, and other resources are sufficient to enable it to meet its reasonably foreseeable liabilities when due.

11.4 Signing of agreements, etc. Only Managers are authorized to bind the Company in any agreement. In signing any agreement or other document on behalf of the LLC, the Managers shall expressly identify themselves as members and Managers. In dealings with third parties on behalf of the LLC, the Managers shall to the maximum reasonable extent identify the LLC as the party on whose behalf they act and themselves as members of the LLC.

11.5 No misleading of third parties. The Managers shall use their best efforts to ensure that no third party reasonably believes that any member or Manager is personally liable for LLC obligations.

#### **ARTICLE 12 - MANAGER QUALIFICATIONS, DUTIES, ETC.**

12.1 Manager duties of care, loyalty, confidentiality, etc. Except as otherwise expressly provided in this Agreement, each Manager shall be subject to the provisions of Article 7 (duty of care, etc.), Article 8 (duty of loyalty, etc.), Article 9 (confidentiality) and Article 10 (representations and warranties).

12.2 Manager's title. In performing management functions for the LLC, a Manager may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the Managers may determine from time to time by affirmative vote.

12.3 Manager functions. The Managers shall have general responsibility for managing the business and internal affairs of the LLC, and shall have the power to make all decisions, except those designated as requiring a Supermajority of Class A members. The Managers shall have any additional functions which are set forth in this Agreement or which the Managers may determine from time to time by affirmative vote.

12.4 Method of appointing Managers after Initial Manager. The replacement Managers may be appointed the current Manager, so long as the current Manager maintains at least 50% of their initial equity in the Company. The appointment of any new Manager must be approved by the vote of the other Managers if any, but cannot be unreasonably delayed or denied. Should the current Manager be unable to appoint a replacement because of death or disability, or have been dismissed, then the Class A Members may appoint a replacement Manager by a Supermajority vote. Any replacement Manager must also be approved by the CCC prior to taking office and exercising any control over the Company. Denial of appointment of any replacement Manager by the CCC shall be reasonable grounds for rejection of a replacement Manager by the remaining Managers if any.

12.5 Manager's term. The term of the Initial Manager and of each subsequent Manager shall be indefinite but shall terminate upon the earliest of the date of the Manager's (a) death, (b) resignation, (c) disability (as determined by vote of the Managers, or if no Managers, by a majority of the Class A Members) or (d) dismissal as Manager.

12.6 Manager resignations. Any Manager may resign as Manager upon giving 60 days written notice to each Manager. Except as otherwise provided in this Agreement, the Manager

shall have no liability to the LLC or to the other members for any such resignation; However, the resignation shall not absolve the Manager from any liabilities arising before the resignation.

12.7 Manager dismissals. Managers may be dismissed for cause for the following reasons:

- (a) Breach of this Agreement. Any Manager believed to have breached this agreement shall be given notice in writing and provided 30 (thirty) days to cure. Upon failure to cure after 30 (thirty) days of written notice, the remaining Managers may vote to remove the breaching Manager. Upon the third breach by a Manager of the same obligation previously breached and later cured, the non-breaching Managers may vote to immediately dismiss the breaching Manager; or
- (b) Disqualification of the Manager from management under CCC regulations, or other Massachusetts state law shall result in immediate dismissal.

12.8 No Manager liability for claims against LLC by the third party. No Manager as such shall have personal liability for a claim against the LLC by any third party.

12.9 Manager exclusive right to bind LLC and to decide LLC matters. The Managers shall have the following exclusive rights:

- (a) Contracts and Sale of Assets. The Managers shall have the exclusive right to bind the LLC in dealings with third parties.
- (b) Business decisions. The Managers shall have the exclusive right to decide all LLC matters relating to the business of the LLC except those which this Agreement expressly reserved to the Class A members.

12.10 Duty of Managers to inform other Managers and Class A members. The Managers shall use reasonable efforts to inform the other Managers on a current basis concerning the internal affairs of the LLC and the condition of its business. The Managers shall use reasonable efforts to inform the Class A members on any issues which may result in a major decision.

12.11 Duty of Managers to protect the limited liability of members and Managers. Managers shall use their reasonable best efforts to protect the limited liability of the members and Managers in their capacity as members and Managers. These measures shall include all the measures mentioned in Article 11.

12.12 Manager indemnification. The Managers shall be entitled to indemnification, advancement of litigation expenses, and liability insurance as provided in Article 7.

12.13 Managers as employees. Managers performing work for the Company may also be employees, shall receive compensation when acting as employees, and shall have written employment contracts. All of the terms and conditions of this agreement shall be incorporated into any Manager employment agreement.

12.14 Manager duties. Exhibit D outlines duties specific to each Manager of the Company. These duties must be performed with reasonable skill and care, and to each Manager's best ability. All Managers must perform their duties on a weekly basis.

### **ARTICLE 13 - LLC RECORDS, BOOKS OF ACCOUNT, REPORTS TO MEMBERS, ETC.**

13.1 Records to be maintained by LLC. The LLC shall maintain at its principal place of business:

- (a) A copy of its Certificate and operating agreement and all amendments of these documents.
- (b) Copies of all of its federal and state tax returns and of any financial statements of the limited liability company.
- (c) A current list of the name and last known business, residence, or mailing address of each of its members.
- (d) True and complete information concerning:
  - (i) The amount of cash and a description and statement of the value of any other property or services to which each member has contributed to the LLC or which any member has agreed to contribute to it.
  - (ii) Any return by the LLC to a member of cash or other property contributed by the member.
  - (iii) The times or events on which any additional contributions agreed to be made by each member are to be made.
  - (iv) Any right of a member to receive or of a Manager to make distributions to a member; and
  - (v) Any events upon which the limited liability company is to be dissolved and its affairs wound up.
- (e) A record stating the date on which each member became a member (unless this date is evident from the content of the Agreement).

13.2 Books of account. The LLC shall maintain on a current basis accurate books of account. It shall maintain these books of account in a manner that complies with financial standards normally applicable to business organizations generally similar to the LLC in size and business activities.

13.3 Reports to Managers, etc. Through the provision of written financial reports or other appropriate measures, the LLC shall advise the Managers on a regular basis concerning the financial and business condition of the LLC.

#### **ARTICLE 14 - TAX PLANNING AND COMPLIANCE**

14.1 Importance to LLC of tax management and compliance. The parties acknowledge the importance to the LLC and the members of full compliance by the LLC and by the members with federal and state tax requirements.

14.2 Tax Matters Member. The Tax Matters Member shall be Isaac Hampton.

14.3 LLC tax returns. On a timely basis each year, the LLC shall accurately complete all tax filings required by the Company.

14.4 LLC provision of tax information to members. As soon as reasonably possible after the close of each of its taxable years, the LLC shall provide each Manager with completed federal and state tax forms and with all other documents and information relevant to the federal

and state tax liabilities of the member as a member of the LLC; however, each member shall have sole responsibility for preparing and timely filing the member's federal and state tax returns and for paying the member's taxes, and the LLC shall have no responsibility or liability with respect to these matters.

14.5 LLC computation and recording of members' contributions and adjusted tax bases. The LLC shall maintain current and accurate records concerning members' contributions and adjusted tax bases and, promptly after the request of any member, shall make these records available to the member.

## **ARTICLE 15 - LLC DISSOLUTION, WINDING-UP, AND LIQUIDATION; LIQUIDATION DISTRIBUTIONS**

15.1 Definition of LLC dissolution, etc. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) Dissolution. The dissolution of the LLC shall mean the cessation of its normal business activities and the beginning of the process of winding up its business and internal affairs and liquidating it.
- (b) Winding-up. The winding-up of the LLC shall mean the process of concluding its existing business activities and preparing for its liquidation.
- (c) Liquidation. The liquidation of the LLC shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the members.

15.2 Events causing dissolution. The LLC shall be dissolved:

- (a) Upon the affirmative vote of a Supermajority of Class A members; or
- (b) Upon the issuance of an order of dissolution by a court or by the Secretary of the Commonwealth of Massachusetts.

15.3 Effective date of dissolution of LLC by Supermajority vote of Class A members. The dissolution of an LLC by a vote of the members shall be effective on the date specified in that vote or, if the members do not specify a date, then on the date of completion of the vote.

15.4 Determination of date for delivery of the certificate of cancellation and for an effective date of the certificate. The date on which the LLC shall deliver a certificate of cancellation to the Secretary of the Commonwealth of Massachusetts for filing and the effective date of this certificate shall be determined by the affirmative vote of members holding a majority of member votes.

15.5 Cessation of LLC's legal existence. Unless a court or administrative authority duly and finally determines otherwise, the LLC shall cease to exist as a legal entity on the effective date set forth in the certificate of cancellation.

15.6 Dissolution by an arbitrator. Upon petition by any Class A member, an arbitrator under Article 17 may issue an order dissolving the LLC on one or more of the following grounds:

- (a) The LLC has obtained its certificate of organization formation through fraud.

- (b) The LLC has exceeded or abused the authority conferred upon it by law.
- (c) The LLC has conducted its business in a persistently fraudulent or illegal manner, although "illegal manner" shall not include the fact that the Company is engaged in a state-licensed marijuana business.
- (d) The LLC has abused its power contrary to the public policy of this Commonwealth.
- (e) There is a deadlock in LLC management that the Managers are unable to resolve and which is causing or which threatens to cause irreparable injury to the LLC or which prevents it from conducting its business or affairs to its advantage;

15.7 Winding-up of LLC. After the LLC is dissolved, the person or persons responsible for winding it up shall as expeditiously as reasonably possible:

- (a) Wind up it's business and internal affairs; and
- (b) Cause its liquidation.

During the wind-up period, the LLC shall accept no new business except to the extent necessary to dispose of existing inventory.

15.8 Compliance with the laws of this Commonwealth applicable to entity dissolutions and liquidations. The LLC shall make no distribution to members or others in connection with its liquidation until it has complied with all applicable laws and regulations of Massachusetts (including tax laws and regulations) relating to its dissolution and liquidation.

15.9 Disposition of known and unknown claims against LLC. Promptly after the dissolution of the LLC, the LLC shall take all reasonable measures under the laws of Massachusetts to dispose of (and, to the extent reasonable, to bar) known and unknown claims against the LLC.

15.10 Distributions upon LLC liquidation. Upon completion of the LLC's winding-up but, if reasonably possible, on or before the date of termination of the LLC's legal existence, the LLC shall (subject to any applicable provisions of section 704(b) of the Internal Revenue Code and other applicable federal and state law) distribute its assets as follows:

- (a) First, the LLC shall pay (or make adequate provision to pay) its creditors, including members or Managers who are creditors, or who have any wages owed to them.
- (b) Second, the LLC shall distribute its assets to members for the return of their capital contributions, pro-rata to their respective unreturned capital contributions, until such time as all such unreturned capital contributions equal zero.
- (c) Third, the LLC shall distribute its assets to members in satisfaction of its liabilities for distributions to them under Article 4.
- (d) Fourth, the LLC shall distribute its assets to members in accordance with their right to share in distributions of its assets under Article 4.

15.11 Duty to consult tax adviser in connection with LLC dissolution, etc. Before the Managers begin the wind-up and liquidation of the LLC, the LLC and the members shall consult with their respective tax advisers and shall structure and implement the liquidation in a manner that is as fair as possible to each member from a tax viewpoint.

**ARTICLE 16 - TERM OF AGREEMENT; TERMINATION; SURVIVAL OF CERTAIN RIGHTS AND DUTIES, ETC.**

16.1 Term. The term of this Agreement shall begin on the Effective Date (as defined in Article 1.1) and, unless earlier terminated by the parties, shall terminate:

- (a) If the LLC is terminated by a Supermajority vote of the Class A members: on the effective date of the certificate of cancellation of the LLC's certificate of organization.
- (b) If the LLC is terminated by decree of a duly authorized judicial or administrative authority: on the date of termination of the LLC's existence as determined by that authority; or,
- (c) By vote of the Managers.

**ARTICLE 17 - ARBITRATION OF LLC DISPUTES**

17.1 Mandatory arbitration of certain disputed matters. Any dispute between or among the parties relating to Arbitrable Matters (as defined in Article 17.2) shall be exclusively and finally resolved by arbitration by a single arbitrator (the "Arbitrator").

17.2 Definition of Arbitrable Matter. Arbitrable matters shall include only the following types of matters:

- (a) How to construe and enforce the provisions of this Article 17 (including any issue concerning the scope of these provisions).
- (b) Whether the purchase price or the other terms of purchase of a member's LLC interest pursuant to the terms of this Agreement is fair to the LLC and to the members.
- (c) Any claim by a member in the member's capacity as a member against any other member in that other member's capacity as a member.
- (d) Whether any action by the LLC or by the members is (a) contrary to this Agreement or (b) seriously unfair to any member.
- (e) Whether the expulsion of a member under Article 6.9 is fair; and
- (f) Whether a vote by majority members concerning the LLC's dissolution is fair to minority members.
- (g) Whether removal of a Manager was fair and in accordance with the terms of this agreement.

17.3 Exclusions from the definition. Arbitrable matters shall not include:

- (a) Routine business matters of the LLC.
- (b) Matters requiring urgent judicial relief, including requests for injunctive relief; and
- (c) Matters involving the enforcement of orders under this Article 17.

17.4 Rules governing arbitration. Except as otherwise provided in this Article 17, any arbitration (an "Arbitration") under this article shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association ("AAA").

17.5 Notice of arbitration. Any member may initiate an arbitration of any Arbitrable

Matter. The initiating member shall do so by providing written notice of the Arbitration to the other members. The notice shall bear a current date, shall state the name of the initiating member and shall briefly state the matter to be arbitrated.

17.6 Selection of arbitrator. If, within 15 business days after all the parties entitled to notice of an Arbitration have received that notice, the members have not agreed among themselves as to the identity of the Arbitrator or the site of the Arbitration, the LLC shall immediately refer these matters for resolution by the AAA office located in the town of Pittsfield, Massachusetts. That office may resolve these matters without liability and in its sole discretion.

17.7 No appeal, etc. No member shall appeal to any court an order of an Arbitrator under this Article 17. The LLC or any member may enter any such order in any court of competent jurisdiction.

17.8 Allocations of costs, fees, etc. All costs and fees of the arbitration shall be paid by the party which did not prevail in the arbitration, however all parties shall be responsible for the payment of their own legal expenses.

17.9 Default judgment. Should a party fail to participate in arbitration after receipt of notice, the Arbitrator shall be entitled to provide one 30-day extension to the non-participating party. Following the 30-day extension, the Arbitrator shall enter an order of default judgment against the party failing to participate. "Failing to participate" is defined as failing to respond to the initial pleadings, failing to participate in discovery, failing to pay their fee for Arbitration, or failing to participate in any arbitration hearing.

17.10 Award of litigation costs to the prevailing party. If, in a suit in law or equity, any party seeks judicial review of any issue arising in an arbitration under this Article 17, an Arbitrator under this Article may allocate to the losing party in that suit all costs reasonably incurred by the prevailing party.

## **ARTICLE 18 - GENERAL PROVISIONS**

18.1 Entire agreement. This Agreement contains the entire agreement among the members concerning its subject matter, and it replaces all earlier agreements among them, whether written or oral, concerning its subject matter.

18.2 Amendments must be in writing. No amendment of this Agreement shall be valid unless in writing signed by the parties that are part of the affirmative majority vote required to amend this Agreement.

18.3 Incorporation of exhibits. All documents identified in this Agreement as exhibits to the Agreement are incorporated in the Agreement and made an integral part of it.

18.4 Governing law. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts (exclusive of its laws governing conflicts of law).

18.5 Forum for resolution of disputes. Except to the extent that a member or the LLC seeks (i) the enforcement of an Arbitrator's ruling under Article 17 or (ii) emergency judicial relief, all disputes among the members relating to the Agreement shall be exclusively and finally resolved by arbitration under Article 17. At no time shall any member or Manager initiate any proceeding in federal court for any reason.

18.6 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by certified U.S. mail, return receipt requested, to the members at their respective addresses as stated on the first page of this Agreement. Written notice may also be sent by delivery in person to the recipient or by email where the recipient acknowledges receipt. A member may change the member's address for purposes of this Article 18.5 at any time upon reasonable notice to the managing member(s). Notices under this Article 18.5 shall be deemed to have been received when actually received.

18.7 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

18.8 Freedom and enforceability of the contract. The parties intend and desire that, in construing and enforcing the provisions of the Agreement, arbitrators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

18.9 Severability. If any arbitrator or court finds any provision of this Agreement to be invalid or unenforceable:

- (a) The arbitrator or court shall enforce the provision to the maximum lawful extent; and
- (b) The arbitrator's or court's finding of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

18.10 Waivers. No express or implied waiver by any party of any right of the party under this Agreement in any specific circumstance shall be considered to waive any right of the party in any other circumstance.

18.11 Definition of "including", "person," etc. The terms "including" and "includes" shall mean a partial definition. The term "person" shall mean a natural person and any kind of entity.

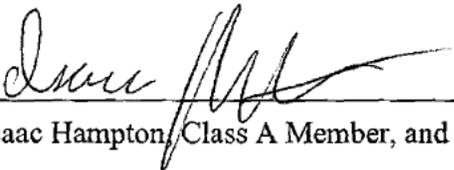
18.12 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which shall be deemed to constitute one and the same agreement.

18.13 Annual Report. The LLC shall, once a year in accordance with the LLC Act, file an Annual Report with the Secretary of the Commonwealth of Massachusetts so as to remain in good standing with the Commonwealth.

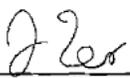
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**SIGNATURES**

In witness of their acceptance of the above terms and conditions, the parties in their capacities as members, by themselves or by their authorized representatives, have duly signed under seal and dated this Agreement as follows:

  
Isaac Hampton, Class A Member, and Manager

Date: 08/08/22

  
Jon Napoli, Class A Member, and Manager

Date: 08/08/2022

  
Kim Napoli, Class A Member

Date: 08/08/2022

**EXHIBIT A**  
**CERTIFICATE OF ORGANIZATION &**  
**AMENDMENTS**

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# EXHIBIT B

## MEMBER CONTRIBUTIONS TO LLC & PERCENTAGE INTEREST

### *Class A Members*

| Member Name   | Capital Contribution | Membership Interest |
|---------------|----------------------|---------------------|
| Isaac Hampton | \$1,600.00           | 52%                 |
| Jon Napoli    | \$27,269.00          | 45%                 |
| Kim Napoli    | \$0.00               | 3%                  |

### *Class B Members*

|  |  |  |
|--|--|--|
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|  |  |  |

- Jon Napoli to contribute 50% of the capital required to fund the opening of Underground Legacy Social Club, LLC. dba Underground Legacy, LLC. Jon Napoli to begin making capital contributions towards his 50% once a Host Community Agreement is secured by Underground Legacy Social Club, LLC. dba Underground Legacy, LLC.
- Jon Napoli's initial capital contribution shall be in the amount of \$20,000.00 (twenty thousand dollars) at the time of signing of the Operating Agreement for the purpose of providing working capital required for the licensing process.

An additional capital contribution of \$20,000.00 (twenty thousand dollars) shall be made by Jon Napoli when additional working capital is needed by Underground Legacy, LLC. for the licensing process.

- Jon Napoli to assist Isaac Hampton in raising 50% of the capital required to fund the opening of Underground Legacy, LLC. The capital raise will be in the form of loan to be paid back by Isaac Hampton over the course of a predetermined time period.

## **EXHIBIT C**

# **MANAGER EMPLOYMENT CONTRACTS**

- 1.) Isaac Hampton shall be employed as the General Manager of Underground Legacy, LLC. at an annual salary of \$90,000.00. A salary cap of \$100,000.00 shall be set on the position of General Manager unless changed by a vote of Class A members where a supermajority is achieved.
  
- 2.) Jon Napoli shall be employed as the Procurement Manager of Underground Legacy, LLC. at an annual salary of \$45,000.00. A salary cap of \$55,000.00 shall be set on the position of Procurement Manager unless changed by a vote of Class A members where a supermajority is achieved.

In addition, Jon Napoli will assist with the following additional items through the municipal licensing process, state licensing process, and beyond:

- Obtaining a Host Community Agreement
- Obtaining a Provisional License
- Passing Post Provisional License Inspection
- Acquiring Final License

- Acquiring approval to commence operations
- Assisting with design and buildout of facility
- Creation of Standard Operating Procedures
- Obtaining compliant insurance coverage
- Design of website with order ahead capabilities
- Hiring of personnel
- Onboarding and training of staff
- Setting up cannabis compliant payroll
- 280E Accounting
- Marketing, Search Engine Optimization and Customer Acquisition

**EXHIBIT D**  
**TRANSFER ON DEATH OR**  
**PERMANENT INCAPACITY**

| <b>Member Name</b> | <b>Beneficiary Full Name</b> | <b>Beneficiary Address</b>             |
|--------------------|------------------------------|--|
| Isaac Hampton      | Isana Valerie Denise Hampton | 26 Jeffers Street, Boston,<br>MA 02131 |
| Jon Napoli         | N/A                          |  |
| Kim Napoli         | N/A                          |  |
|                    |                              |  |

### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Underground Legacy, LLC (“Underground Legacy”) will contract with Cavallo & Signoriello to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Underground Legacy will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Underground Legacy will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Underground Legacy will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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# Executive Summary

## Opportunity

### Mission Statement

**Objective: To build a cannabis retail destination that centers community wellness.**

Underground Legacy Social Club LLC d/b/a Underground Legacy LLC ("Underground Legacy"). is a social impact marijuana establishment dedicated to consistently providing safe and clean high-quality products to consumers that are over the age of 21. Underground Legacy's mission is to establish itself as a trusted authority in the cannabis industry that customers, neighbors, and the community can rely on.

In addition, Underground Legacy as a social impact brand looks to use its platform to center the socioeconomic ills facing our community. Through partnerships with local stakeholders, Underground Legacy will develop and implement solutions to positively impact members of the community that have been disenfranchised by the war on drugs that resulted in the incarceration of scores of men and women, subsequently impeding one's ability to be gainfully employed, secure quality housing and a bevy of other essential needs that are rendered out of reach for the survivors of the war.

We witness the devastating effects that the stigma around cannabis and the war on drugs have had on our communities. But we also believe in the potential of cannabis to impact health and wellness as well as social and spiritual well-being. That's why we're creating a dispensary that honors this plant's legacy while empowering our community to benefit from it in new ways.

Our goal at Underground Legacy is to create a sustainable brand that is recognized for its offering of top-notch products, exemplary customer service, and partnerships with the community in socioeconomic endeavors.

### Vision Statement

Underground Legacy looks to change the standard for Marijuana Establishments in North America. With an uncompromising commitment to what we refer to as the 4P's (Product, Patrons, Personnel, and Politics) we evolve and become better at

what we do, setting the bar higher for the industry and providing consumers with a superior experience that others will want to emulate.

## **Business Ethos and What Motivates Us**

1. Providing our patrons with safe and equal access to quality cannabis products
2. Educating our patrons and the community at large on the benefits of responsible consumption of cannabis
3. Helping cannabis connoisseurs transition from the legacy market to the regulated market.
4. Being the conduit for change in communities affected by the egregious government-sanctioned war on drugs and other similar sociopolitical campaigns that wreaked havoc on Black, Indigenous, People of Color (BIPOC) and poor populations.

Underground Legacy's ethos is to always be a good custodian of the industry. This is achieved by creating strategic partnerships with local agencies to work on projects that will benefit the community at large.

By employing a diverse and inclusive subset of people and ensuring that financial, educational, and career opportunities are provided to the residents of the community we do business in, Underground Legacy makes the host community a better place to live while eliminating any negative impact felt by residents, local businesses, and government.

## **Products**

Underground Legacy will offer its patrons an assortment of cannabis and cannabis-infused products. All products will be lab-tested, sourced from reputable distributors and cultivators, and compliant with the guidelines and regulations set forth by the Cannabis Control Commission of Massachusetts.

Varieties of cannabis flower commonly referred to as Indica, Sativa, and Hybrid will be available for purchase. Additional product offerings will include:

- a.) Tinctures/Sublingual's
- b.) Pre-Dosed Oil Vaporizers
- c.) Topical Salves/Lotions and Creams
- d.) Dermal Patches
- e.) Infused Food and Beverages
- f.) Nasal Sprays
- g.) Capsules
- h.) Accessories
- j.) Swag

## **Customers**

Underground Legacy customers include adults 21 years of age or older. Underground Legacy services consumers who value quality cannabis products regardless of whether they are experienced users or canna-curious first timers. Underground Legacy customers are individuals looking for a reputable vendor to help them transition from the legacy market to the regulated one. More detailed consumer profiles to come later in the plan.

## **Expectations**

### **Forecast**

Underground Legacy anticipates commencing operations in the first quarter or early part of the second quarter of 2023.

Underground Legacy's financial forecast for the 5-year projections presented are based on the following conservative key assumptions:

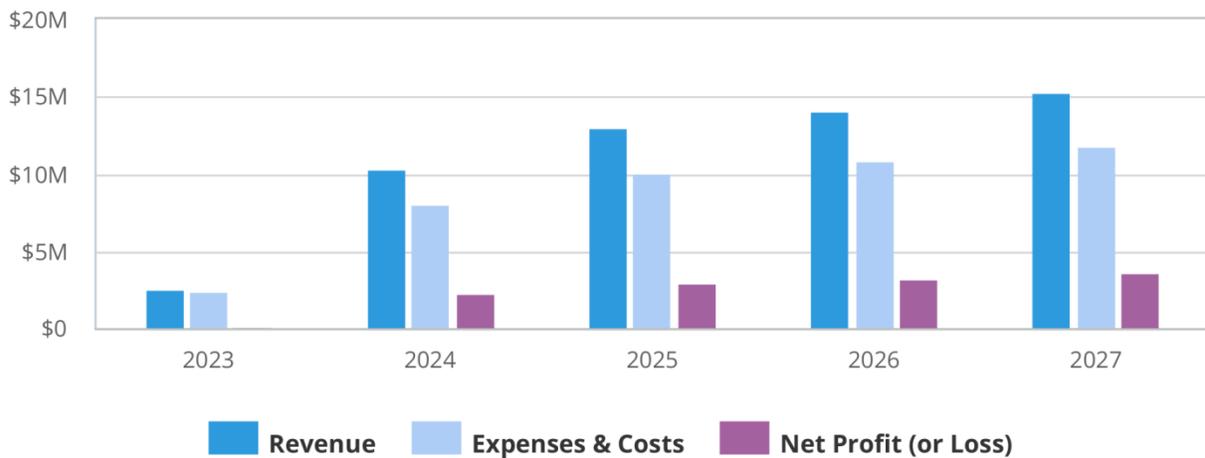
1. Average basket size is \$95
2. Average number of customers per day is 480
3. 43 transactions per hour

Year 1 to year 2 will see a 15% increase in sales revenue.

Year 3 will see a 20% increase in sales revenue.

Year 4 and 5 increase will level off at 10% due to additional retailers entering the market and area.

### Financial Highlights by Year



### Financing Needed

Underground Legacy looks to raise \$1,200,000.00 in funds to open its doors and commence operations.

The funds will be used for professional services needed from the start of the licensing process through to the grand opening.

The funds will be used for retrofitting and renovations to the building.

Funds will be used to purchase point of sale equipment and self-service kiosks. Security systems and other required operating systems will be purchased.

A large portion of the money will be used for start-up inventory.

6 months of Operating Reserves as well as a Contingency Fund is also included in this amount.

### **Breakdown of Use of Funds**

Professional Services: \$158K

- Attorney: \$50,000.00
- MEP and Architectural Engineer: \$38,000.00
- Certified Public Accountant: \$10,000.00
- Professional Cannabis Consultant: \$60,000.00

Buildout: \$541K

- Demo: Free
- Plumbing: Free
- Paving: \$15K
- Electrical: \$50K
- Mechanical: \$50K - HVAC is inoperable. This price is at cost and includes the work to tie in the property to the gas lines from the street as the property is currently oil-fed.
- Security System/Equipment: \$100K
- Furniture, Display/Shelving, Lighting Accents: \$60K
- Painting: Spray ceiling, paint interior and exterior walls: \$50K
- Transcom Glass Installation: \$30K
- Flooring: \$50K
- Roof: \$20K
- Wall Framing and Door Installation: \$60K
- POS, Kiosk, Software: \$36K (Point of Sale @ \$15K, Kiosks & Digital Menus @ \$20,000.00, Software @ \$1,000.00)
- Artistic Accents (eg: accent wall with logo on in waiting room vestibule): \$10K
- Contingency Fund: \$10K

Starting Inventory: \$150K

Website Buildout: \$5K

Miscellaneous/Other (uniforms, general supplies, etc.): \$15K

Rent Deposit: \$38K

6 Months Operating: \$93K

20% Contingency Fund: \$200K

**Total: \$1,200,000.00**

# Opportunity

## Problem & Solution

Underground Legacy is uniquely positioned to address and resolve several problems facing the cannabis consumer. The dispensary is a refreshing departure from the behemoth, cookie-cutter multi-state operator shops emerging on the Massachusetts cannabis landscape. Underground Legacy is a cozy mom-and-pop dispensary trusted by consumers because of its proven track record of putting the customer's health and wellness first.

The use of cannabis continues to see unprecedented growth and mainstream acceptance as a legitimate recreational, health, and wellness product. That being said cannabis use continues to be labeled taboo in some circles due to outdated adages that consider it an illicit gateway drug. Potential consumers, those who are curious, as well as current connoisseurs, are in desperate need of a dispensary where they can receive education on cannabis products from a professional who will provide the proper guidance that will result in a positive consumption experience. Underground Legacy will provide the cannabis enthusiast with a shopping experience that builds camaraderie between patrons and bolsters community building around people's love for the plant.

In the industry, there is a noticeable lack of emphasis being placed on the customer experience and product knowledge. Underground Legacy looks to address this issue and separate itself from other competitors by prioritizing both and synthesizing the two. At Underground Legacy, product knowledge, customer service, and hospitality are the pillars of the customer experience.

The cannabis industry is often touted as revolutionary in its practice of recognizing and centering social equity and empowerment of disenfranchised groups. Unfortunately, social theories often don't translate into sustainable practices in corporate cannabis which is clearly the case when examining the Massachusetts market. Underground Legacy will bridge the gap between corporate interest and grassroots community organizations and the constituents they serve to ensure that the cannabis industry delivers on the promises it made to be a distinct industry that prioritizes diversity, equity, and inclusion.

## Target Market

The cannabis industry continues to see astronomical growth with no signs of slowing down. According to a May 11, 2021 article published in MJBizDaily, the economic impact from cannabis sales in the United States for 2021 will reach \$92 billion. The economic impact of marijuana sales in the United States is expected to see significant increases over the next couple of years with a projected compound annual growth rate of 14%, reaching upwards of \$160 billion by 2025.

Massachusetts is on trend with the world and the rest of the country.

Massachusetts sales are expected to increase at a compound annual growth rate of 34%. Sales for 2020 totaled \$696 million. Massachusetts customers spend an average of \$200.00 a month on cannabis products. These figures reflect the increased demand for cannabis products, particularly the consumer's growing appetite for recreational marijuana.

Kayapush reported in a December 6th, 2021 article entitled The Top 21 Cannabis Trends of 2021 that state legalization of cannabis is a trend that will continue to dominate in 2022. States like New Mexico, Rhode Island, Connecticut, New York, and Virginia will begin sales as early as the first quarter of 2022.

2021 will finish with cannabis sales surpassing \$24 billion in the USA. Based on current trends, the US domestic market is projected to grow by \$130 million annually.

Advances in technology continue to spur on growth and assist in the development of innovative product types in the cannabis industry as well as the invention of new strains. Cannabis-infused beverages have emerged as a fast-growing segment of the product market. Edibles will grow in their popularity as more infusion of traditional foods continues. Isolate and broad-spectrum Cannabinoids and Terpenes will also continue to gain favor with consumers. CBD and THC continue to outshine all others as more foods as well as health and beauty products incorporate these ingredients into their recipes.

Market segmentation across the United States presents the following relevant information according to a report from Flowhub on Cannabis Industry Statistics for 2021.

- 14% of Americans are regular users
- Gender statistics show 48% are women, 52% are men

- Gen Z accounts for 12.7% of sales, millennials 51.8%, Gen X 23.3%, and Baby Boomers 12.2%
- Indigenous Americans 20.4%, African Americans 20%, Caucasians 18.9%, Latinos 15.2%, Pacific Islanders 14.6%, Asians 7.9%
- Some College 21.5%, High School Grad 17.5%, College Grad 15.8%, Some HS 15.7%
- West 22.3%, East 18.6%, Midwest 17.3%, South 15.3%

Underground Legacy's target customer group is men at 52% of the identified customer base. The median age is mid 30's but the range is from 23-65 years old in varying percentages. Patrons hail from Boston, the greater Boston area, and beyond.

Women are also a target customer group as they make up 48% of the identified customer base. Similar to men, the median age is in the mid to late '30s. Of note, men are more frequent shoppers but women purchase more and spend more with each outing. Women purchase twice the amount of products and spend 10% more than men. A major part of Underground Legacy's marketing efforts will be geared toward attracting female consumers by offering products, programming, educational efforts, and advertising specifically for this segment only.

Both male and female consumers are professionals with disposable income. This segment of the population is very deliberate with their dollars, spending a sizeable portion of their income on recreational activities as a great deal of value is placed on experiences. A breakdown of the incomes earned by both men and women is below:

- 20%: low income
- 35%: \$26 - \$55K a year
- 27%: \$60 - \$80K a year
- 18%: \$80 - \$100K+ a year

Additional segments of the market to be targeted include the 55+ sector and legacy market consumers.

The 55+ sector is the fastest-growing segment behind female consumers. This community in large part is made up of individuals who formally used cannabis and are returning or they fall into the category of "canna-curious" consumers looking to

explore marijuana use in its many applications to assist with health and wellness issues.

Legacy market sales dominate the Massachusetts marijuana landscape with 68% of all sales of cannabis taking place in the traditional market. Underground Legacy will help consumers in the unregulated market transition to the regulated market. Several programs and offerings will cater to this segment to entice these holdovers to patronize our establishment.

The Massachusetts market is vast, full of potential and opportunity. Massachusetts is home to 7 million people with only 216 cannabis retailers (medical and adult-use) to service them all. This is in stark contrast to Colorado's market that is home to 5.7 million residents that have 572 cannabis retailers to choose from. There is plenty of room for growth and what happens in Massachusetts is likely to be the model for other emerging markets in the neighboring New England states. Retail sales continue to climb with October 2021 sales reaching a major milestone as they have surpassed \$2.3 Billion in sales since the adult-use market started in 2019. There are 351 cities and towns in Massachusetts, of which 206 communities are zoned for cannabis retail. The number of zoned communities is increasing as localities where a ban is in place see the tax revenue to be garnered as well as job creation for its residents passes legislation to allow for adult uses sales. Massachusetts is at the halfway point for market saturation and is far from being a mature market as plenty of opportunities still exist for new entrants into the retail space.

Mattapan, Mass has one approved cannabis dispensary that has not yet opened. Mattapan's gender makeup is the exact opposite of the national statistics with females making up 54% and males 46%. This bodes well for Underground Legacy that will place a strong emphasis on female consumers.

Mattapan's racial makeup consists of 75% African American, 14% Latino, and 6% White. Bordering towns such as Dedham and Milton where bans on cannabis sales are in place have 78.8% White, 6.83% African American, 5.45% Latino and 73.9% White, 15.09% African American, 6.64% Asian respectively. Based on prevailing patterns of consumption amongst the different racial groups the local market will support Underground Legacy.

The average annual household income in Mattapan is \$71K. Dedham's median income is \$132K and Milton's is \$134K. There is a lot of disposable income in

Mattapan and its border towns. This will ensure the sustainability and growth of Underground Legacy for many years to come.

Education levels in Mattapan are on par with national averages of those that consume most frequently. Mattapan is home to a well-educated population with 51% of residents having an associate's degree to a master's degree or higher.

The Mattapan neighborhood and its surrounding towns will more than adequately support Underground Legacy as the community is comprised of individuals that fit the bill of cannabis consumers. The area is ripe and waiting for Underground Legacy to step in and satisfy the demand that currently exists.

## **Competition**

### **Competitive Landscape**

Companies in the Massachusetts marijuana industry continue to carve out niches for themselves and target specific segments of the population. Some compete exclusively on race to the bottom pricing while others operate with a warehouse-style model where their facility houses every cannabis item you can imagine. While this is still a nascent market in Massachusetts, retailers are starting to plant their flags on what they stand for and develop their brands accordingly. Emerging retailers must be cognizant of this trend and avoid trying to compete on price alone. As the market matures and more cultivator and manufacturing licenses are being issued there is more product available in the supply chain allowing for competitive sourcing and pricing. All of these things bode well for Underground Legacy who will establish its social impact brand early on to differentiate itself from other cannabis retailers. Underground Legacy will also establish relationships with cultivators and manufacturers early on from all segments of the market, from multi-state operators to craft operations that are more mom and pop. These relationships will give Underground Legacy a competitive advantage over others and ensure customer loyalty.

### **Direct, Secondary and Tertiary Competition**

Underground Legacy considers any cannabis retailer within a 30-minute drive of its location to be a direct competitor. Consistently monitoring the emergence of new cannabis businesses in the area and also regularly performing a competitive

analysis of existing retailers will ensure Underground Legacy maintains its competitive advantage over others.

Liquor and Wine retailers are a secondary competitor for Underground Legacy to contend with. While these retailers do not carry the same line of products, the inventory they carry produces intoxicating effects and is often used in social settings, very similar to cannabis. Underground Legacy will not ignore these retailers and will work to ensure it keeps its market share and pulls patrons from this traditional retailer. Early numbers are encouraging as decreases in alcohol consumption have been seen in recent years that are directly correlated to increases in the consumption of marijuana products.

Underground Legacy considers any other recreational activity that consumers spend disposable income on a tertiary competitor. Competing for a consumer's disposable income that they could potentially spend on the movies or at a restaurant means Underground Legacy must be creative in its marketing and communicate the "experience" that comes with purchasing and consuming UL products. Experiential shopping and immersive experience events are ways Underground Legacy will compete with traditional recreational activities.

The following is a sample of Direct Competitors within 30 miles of Underground Legacy. Listed under each competitor you will see 2 strengths and 2 weaknesses for each:

1. Pure Oasis - 430 Blue Hill Ave, Boston MA 02121
  - Strength; Easily accessible, centrally located retailer in Boston.
  - Strength: Niche market, due to impressive selection of edibles.
  - Weakness; High turnover of budtenders and staffing issues.
  - Weakness: Staff has poor customer service skills.
  
2. EVG Farms - 883 Hyde Park Ave, Boston MA 02136
  - Strength: Only retailer in Hyde Park, MA.
  - Strength: Great location on Hyde Park Ave allows for easy access by neighboring communities of Mattapan and Roslindale.
  - Weakness: Extreme delays in opening due to undercapitalization.
  - Weakness: The location is nestled between two residential structures with no off street parking.

3. SEED - 401 Centre Street A, Boston MA 02130

- Strengths: Social impact brand in an extremely liberal community that values corporate social responsibility.
- Strengths: Knowledgeable budtenders and good customer service.
- Weakness: Limited selection of products that are often priced higher than the closest competitor.
- Weakness: Dispensary is located in a basement without windows.

4. Cultivate - 250 Worcester Rd, Framingham MA 01702

- Strengths: Easily accessible location with ample off-street parking.
- Strengths: Wide selection of products in all categories.
- Weakness: Poor operational procedures.
- Weakness: Lack of diversity on staff.

5. Happy Valley - 220 William F McClellan Hwy, Boston MA 02128

- Strengths: Well-funded MSO.
- Strengths: Vertically integrated operator with control of the supply chain.
- Weakness: Poor record with social equity.
- Weakness: Gloucester location embroiled in litigation with host community over excessive fees being charged. Poorly negotiated host community agreement.

## Competitive Advantages

- Competitive Pricing
- Quality Products
- Extensive Selection of Products
- Experienced Staff
- Quality Shopping Experience
- Strong Business Back Ground of Founder
- Knowledge of the Local Landscape
- BIPOC Organization
- Social Equity Centered Brand



# Execution

## Marketing & Sales

### Marketing Plan

The cannabis industry in Massachusetts continues to see astronomical growth. Consistent month-over-month growth shows no signs of slowing and Underground Legacy is poised to capitalize on the growth of this emerging industry. The total available market is roughly 72% of the population or roughly 4,587,935 residents over the age of 21. Men use marijuana more than women and they make up 48% of the 6,349,997 resident population. Roughly 55% of adult-use cannabis users are male in Massachusetts. The median age for male consumers is 37. The men that make up our target group are typically college graduates and professionals who have disposable income. Female consumers make up 45% of adult-use consumers and their median age is 38. Underground Legacy's focus will be on increasing female patronage by targeting women with promotions that speak to their demonstrated buying patterns and preferences. Underground Legacy will employ a unique approach in capturing its target market by emphasizing product knowledge and product diversity in areas of demonstrated preferences for different segments of the market. Underground Legacy also looks to create demand in different sectors by introducing new products aligned with a given segment's discriminating taste.

Underground Legacy will communicate with potential customers using various methods including but not limited to email, social media (Facebook, Instagram, Snapchat, TikTok, YouTube, etc.), online menu integration with other platforms, and programmatic advertising.

Examples of specific marketing activities for the categories mentioned include the following:

1. **Email Marketing:** Underground Legacy will make use of targeted email marketing campaigns. We will segment our customer base into niche groupings and disseminate different versions of personalized content to each target audience. Data collection on customers will be tantamount to making personalized email marketing effective so every opportunity to gather information from shoppers will be taken. Timing matters when sending out

emails. To ensure that Underground Legacy enjoys a high open-rate for its emails we will carefully evaluate what is the best time of day to send out emails to our customers. Making sure that email content is well crafted and very clearly answers the question "how does this benefit me" to its reader, we will deliver content that is on point.

2. **Social Media Marketing:** Underground Legacy's various social media platforms will be used to feature available products, showcase socio-political initiatives Underground Legacy is involved in, and share compelling content that tells the companies story and what makes it unique and sets it apart from the competition. Beyond just product shots, posts will include live interactions with customers, skits performed by staff members, and monthly recurring educational and entertainment segments such as a feature called Average Cannabis Jane/Average Cannabis Jerome where we interview a customer to talk about what they use cannabis for and how they came to start using it. The goal will be to show how cannabis fits into the average person's life.
3. **Online Menu Integration:** Driving traffic from established cannabis platforms that customers visit for education, advice, and product reviews directly to Underground Legacy's menu is a marketing strategy that will be employed from day one. Leafly, Iheartjane, and Weedmaps are three platforms Underground Legacy will place ads on that when an online visitor clicks on they will be directed to our menu encouraging a purchase.
4. **Programmatic Advertising:** The use of programmatic advertising, the purchasing of advertising inventory on mainstream websites will be used by Underground Legacy. Data-driven advertising that looks at such factors as the day of the week, time of day, browser type, location, content topic, and intended audience are all taken into consideration when ads are displayed on mainstream web pages (eg; The Atlantic) to make sure that reach to the target group is optimized.

## Sales Plan

Prospects will be converted to paying consumers by employing the following tactics:

- **Knowledgeable Budtenders:** All staff members, particularly budtenders, will have extensive product knowledge. Equally important, all employees will have customer service/hospitality experience.
- **High-Quality Product:** Nothing but the best product will be served to patrons. Only brands that pay special attention to quality control will be part of the inventory. A baseline of standards for all products will be maintained to ensure that customers consistently receive the best available on the market.
- **Product Variety:** Variety is the spice of life! Underground Legacy understands this and will stock an impressive assortment of products. From flower to accessories, UL will offer a smorgasbord of items. There's something on the menu for everyone at Underground Legacy.
- **Affordable Pricing:** Delivering high-end products at competitive price points is the name of the game at Underground Legacy. Target market users understand quality and value. Economic considerations and real-time market conditions will influence pricing.
- **Loyalty Programs:** Frequent customers can take advantage of exclusive deals and offerings only available to loyal patrons.
- **Daily Deals:** Customers will be offered daily promotions.

- **Atmosphere and Environment:** The inviting, relaxing vibe of the dispensary will lower inhibitions and encourage indulgence. Patrons will enjoy the atmosphere and be more inclined to make purchases.
- **Know Your Customer:** With help from point of sale software, a customer profile will be built on each patron that a budtender can refer to and help guide the purchase experience. Good old-fashioned customer service skills like remembering the customer's name or preferred strain will also be expected from staff.
- **Easy Payment Options:** One of the issues with the cannabis industry is finding convenient payment methods that accept a variety of payments and don't charge an arm and a leg. Underground Legacy has partnered with a third-party vendor that accepts a variety of permissible payment options and charges a nominal fee.
- **Instore Direct Marketing:** Interfacing with in-store consumers on a high level by making available informational leaflets, eye-catching posters, product displays and digital marketing materials playing on a loop are just some of the ways customer engagement will take place when onsite.
- **Subscription Membership:** Enrolled members create a cannabis profile that details their product preferences (effects preferences, mode, and method of consumption preferences, flavors, etc.). Based on the preference profile created subscription members will be able to select from a list of designated products. Product selection will change each month. Subscription members will be able to enjoy a wide variety of products and realize savings that they would not otherwise have been able to had they purchased each individual product outright. A monthly fee is auto-debited from a designated bank

account of each subscription member. Members also have the option of paying cash for their subscription at a slight premium.

- **Supporting Local Initiatives:** Underground Legacy looks to establish itself as a trusted partner in the community through its outreach and engagement efforts. Partnering with organizations our patrons value, to create events and activities that benefit the locals we serve is a win-win situation for all those involved.
- **Educational Events:** Hosting educational events for the local community is an opportunity to advance both Underground Legacy and the industry on the whole.

## Operations

### Locations & Facilities

Underground Legacy will occupy a 2100 square foot storefront. A space this size will meet business needs and allow the dispensary to remain compliant with all local and state guidelines. The dispensary is located on Blue Hill Avenue in a stand-alone location within walking distance of retail, homes and public transportation. Underground Legacy has picked this type of location for several reasons. A location that is on Blue Hill Ave is very much accessible and provides a lot of visibility. Blue Hill Ave is a major thoroughfare that is used by thousands of people a day.

Underground Legacy will enjoy extensive exposure with this prime real estate location that serves as a entry point to Boston for surrounding suburban towns. Another important consideration is off-street parking.

The building has its own parking spaces which mitigates the impact patrons will have on parking availability for residents in the area. We anticipate paying \$50 a square foot for a commercial lease in Mattapan, Mass. The going rate for commercial real estate rental in Mattapan is \$23-\$25 a square foot. Cannabis businesses are charged a premium for commercial real estate rental. Thus, we

believe based on comps from other areas of Boston that \$50 is an accurate estimate of real estate cost. \$120,000.00 annually in rental fees for the facility is what Underground Legacy anticipates paying for its location.

### **Technology**

All Massachusetts marijuana establishments must use Metrc. Metrc is the seed-to-sale tracking system all retailers are required to use in the Commonwealth. Metrc is a web-hosted system that only requires an internet connection and a web browser, no additional hardware or special software is required. Underground Legacy will utilize Metrc with every transaction to report inventory levels and remain in compliance with the laws and regulations of the state of Massachusetts and the CCC. Metrc uses a system of RFID tags assigned to cannabis products that are used to track them in real-time. These RFID tags allow the state of Massachusetts and the CCC to monitor the movement of products through the supply chain. Underground Legacy will integrate its point of sale system with Metrc to ensure that all data is captured and reported in a timely fashion.

Underground Legacy will utilize Flowhub point of sale software. UL will utilize Microsoft Surface Pro tablets for customers to make selections and process payments. Flowhub POS software is unique in that it allows you to manage and support your POS, pre-orders, e-commerce, texting and emailing, loyalty programs and promotions, inventory management, and automated interfacing with Metrc compliance reporting. Flowhub software platform is unique in that it offers several business tools to its users such as accounts receivables and accounts payables, as well as employee scheduling tools to name a few. Flowhub also interfaces seamlessly with platforms that millions of cannabis connoisseurs utilize to locate products and services like Weedmaps, Leafly, and Iheartjane. The Flowhub platform will handle everything from reception security verification of licenses to CRM. Flowhub will be an important piece of software that Underground Legacy will utilize to control, monitor, and analyze every facet of the business in real-time.

Underground Legacy will utilize Seed technology to enhance the customer shopping experience. Seed is a company that specializes in software that gives the operator control over the shopping environment and connects shoppers to products based on their preferences. Seed technology will be used in the following manner in the sales area of Underground Legacy: Self-ordering kiosks will be positioned in the sales area so that patrons can utilize them right up until the time

of transaction when a budtender will assist. Budtenders will have tablets with Seed software so that they can complete orders. Seed software is unique in that it allows users to take a consultation quiz and based on the customer's preferences, recommendations are made on which products they will enjoy. Tablets and kiosks will also help educate patrons with a Cannabis 101 section that answers FAQs, familiarizes users with terminology, and highlights different ways to consume products, and much more.

## Milestones & Metrics

### Milestones Table

| Milestone  | Due Date           | Who's Responsible                              |
|--|--------------------|--|
| Secure Property with Lease Agreement                           | Completed          | Isaac  |
| Submit Pre-Certification Application to the BCB                | Completed          | Isaac  |
| Submit Plans Inspectional Services / Apply for Cond. Use Perm. | June 17, 2022      | Isaac  |
| Receive "Refusal Letter" from Inspectional Services            | June 24, 2022      | Isaac  |
| Appear before the Zoning Board of Appeals                      | July 20, 2022      | Isaac+Land Use Atty+Consultant                 |
| Boston Cannabis Board review and approval of application       | July 29, 2022      | Isaac, Gina, Korey, Consultant, Atty, Security |
| Neighborhood Services, Community Review Proces                 | August 19, 2022    | Isaac, Consultant and Security Technician      |
| Obtain Host Community Agreement                                | August 30, 2022    | Isaac, Consultant and Attorney                 |
| Boston Cannabis Board review and approval of the application   | September 15, 2022 | Isaac, Consultant, Security Consultant, Atty.  |
| Submitt Application / Obtain Pre-Certification from CCC        | September 30, 2022 | Isaac + Consultant                             |
| Submit Application / Obtain Provisional License from CCC       | March 01, 2023     | Isaac, Attorney, Consultant                    |
| Begin Buildout   | June 01, 2023      | Isaac, Design Architect, MEP Engineer, GC      |
| Final License Process with the CCC                             | June 30, 2023      | Isaac + Consultant                             |
| Buildout Complete-Final License Inspection CCC                 | July 31, 2023      | Isaac, Security Tech, GC                       |
| Order all starting Inventory                                   | August 01, 2023    | Isaac and Consultant                           |
| Pass Final Inspections, Commence Operations Letter Issued      | August 31, 2023    | Isaac  |
| Underground Legacy Open Doors "Commence Operations"            | September 12, 2023 | Team   |

## Key metrics

A key metric Underground Legacy will pay attention to is what products are the best sellers. Focusing on this metric will allow the business to determine which products need more frequent reordering. It will also let us know which products should be more aggressively marketed. Zeroing in on this metric and drilling down on promotions for popular products will increase sales and foot traffic.

Close attention will be paid to the number of items per sale and the average value of a sale. This metric is particularly important in determining customer buying habits and what products the client feels are important for the shopping experience. Knowing this information will help us create sales offers and loyalty programs that capitalize on every guest transaction at the dispensary.

Analyzing vendor purchase reports regularly will help to determine which vendors consistently offer a better price margin, higher quality products, and better service. In a market where wholesale prices can fluctuate based on several factors, tracking all of the before mentioned indicators is crucial to maintaining the bottom line.

Employee metrics will be scrutinized regularly. This includes sales productivity of each employee, scheduling needs based on revenue generation at different times, and how much time it takes to complete transactions and why. These are all important indicators that affect business that must be constantly monitored and adjusted as needed.

# Company

## Overview

Underground Legacy is a multi-member Limited Liability Corporation, C-Corp that consists of its sole founder Isaac Hampton. Start-up capital investment comes from many sources including friends and family raises - angel investors and venture capital funds. Capital investment models include debt funding, convertible notes, and equity ownership. Class A Investors are on the Board of Directors but are not involved in the daily operations of Underground Legacy.

## Team

### Management team

Isaac serves as the Chief Executive Officer for Underground Legacy. Isaac is well versed in this role having owned and operated several businesses. Responsible for the companies activities, implementing the companies vision and plans; Isaac is tasked with gathering resources to support the company as well as implementing operational and structural changes that will imbue growth.

Isaac Hampton will also serve as the General Manager, responsible for the day-to-day affairs of the dispensary. Isaac is a serial entrepreneur having been involved in numerous business ventures for over 25 years. Most notably a landscaping business that had contracts with the City of Boston and a gym located in Dedham Ma. Isaac currently resides in Roslindale Ma with his wife and daughter who attends Cathedral High School. Isaac's oldest daughter is in her first year of college in Maryland.

Isaac's passion for cannabis and his desire to open a retail cannabis establishment is fueled by his desire to help people live more fulfilling lives and the unique opportunity the cannabis industry presents that is the ability to be a change agent in the world through business.

### Advisors

Underground Legacy is being mentored by Pure Oasis dispensary owner Kevin Hart. Kevin is a trusted resource that will provide guidance through the licensing

process and day-to-day operations once Underground Legacy is up and running. When UL runs into challenges or needs information from someone in the industry we will turn to Pure Oasis for advice. Pure Oasis is a valuable resource for several reasons. Its owners have similar backgrounds and life experiences as Underground Legacy's founder. Having successfully navigated the licensing and opening of a thriving cannabis dispensary Kevin brings a wealth of knowledge to the table that Underground Legacy can tap into moving forward.

# Financial Plan

## Forecast

### Key assumptions

Underground Legacy is projected to execute an average of 380 sales a day.

50% of customers will purchase flower. Flower will be sold in 1 gram, eights (3.5gms), and sometimes quarter (7gm) quantities. A gram of flower will retail for \$15.00 on average. The price point for eights of flower will range from \$45 on the low end, to \$70.00 for top-shelf bud.

Edibles will make up 20% of sales at an average cost of \$40.00 per unit.

Pre-rolls will make up 17% of sales at an average of \$15.00 per unit.

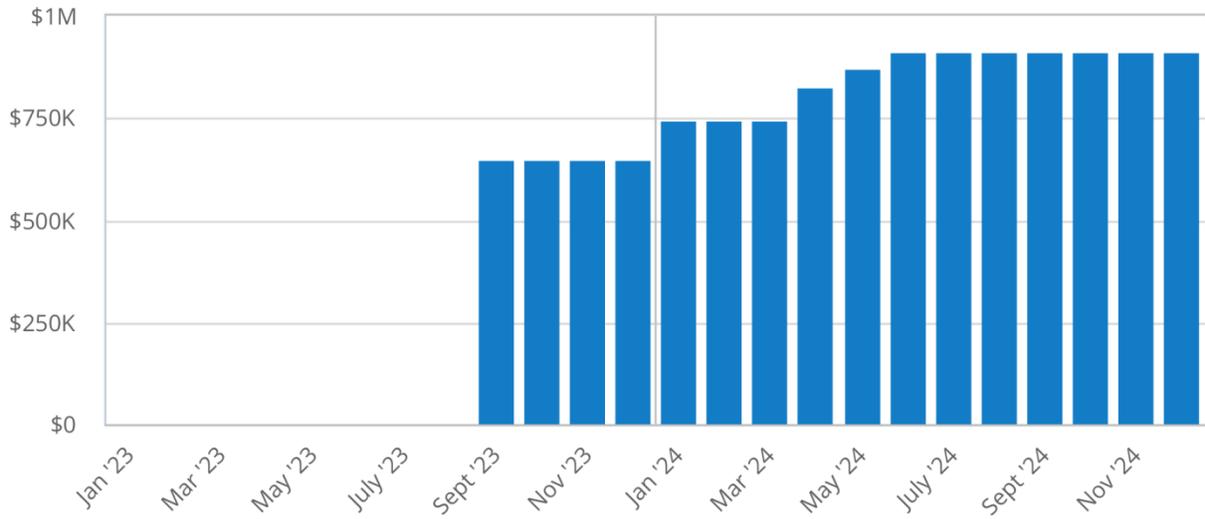
Concentrates will make up 13% of sales, the average cost is \$70.00 per unit.

12% of sales will include accessories. The average sale will range from \$8.00-\$10.00.

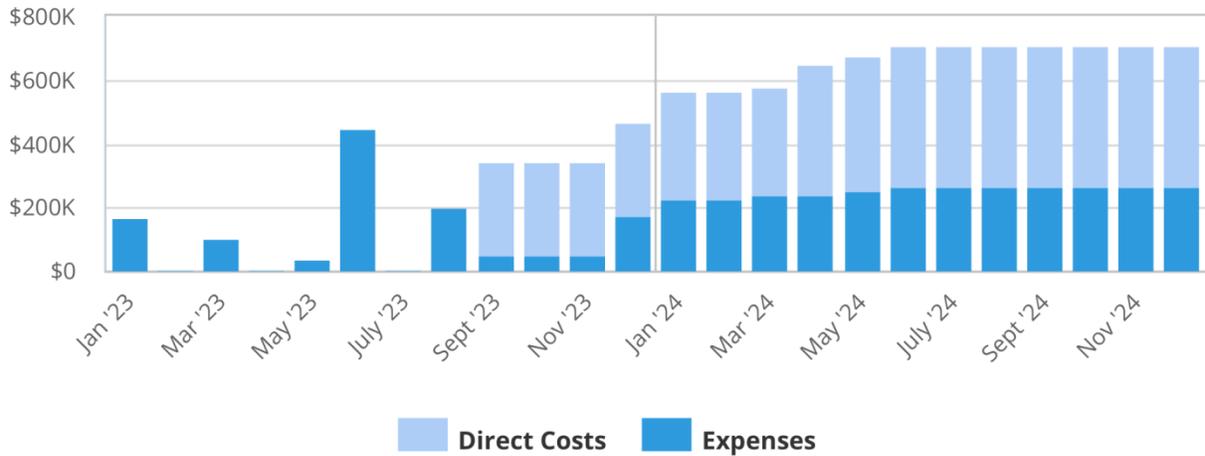
We anticipate being busy right from the start. Sales are projected to increase 15% from 2023 to 2024, followed by additional sales growth of 20% from 2024 to 2025. All revenue line items will follow this trend except for accessories that will see a modest 5% increase year over year. During the summer months, we anticipate an increase in sales due to the warm weather and cannabis tourism. 20% - 27% increases in sales during the summer are not uncharacteristic of the industry in Massachusetts.

Based on these numbers we are projecting revenue from the first year of opening to be \$6.4 million, year 2 at \$8.9 million, and finally year 3 at \$11 million.

### Revenue by Month

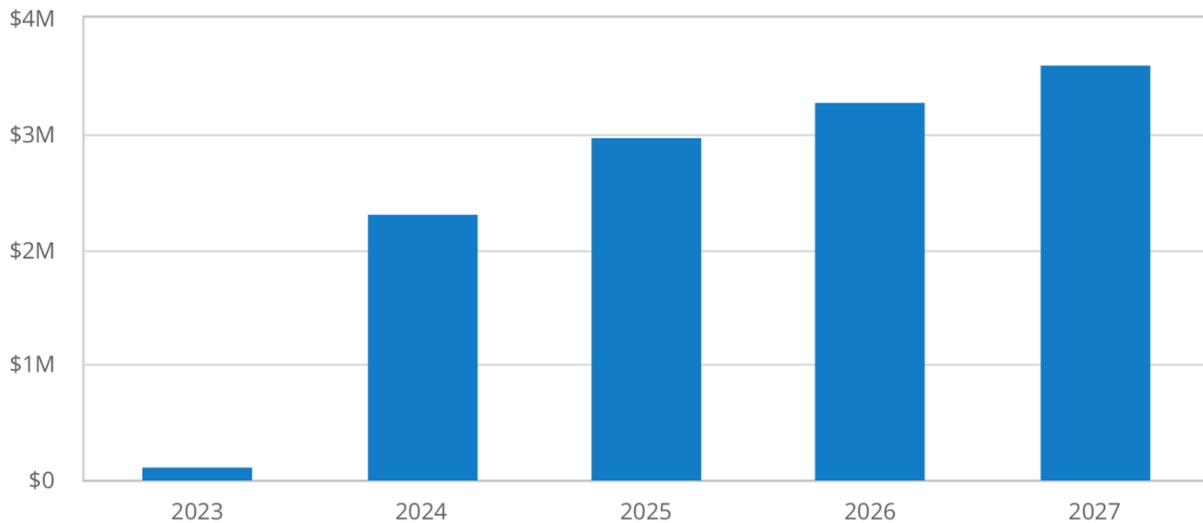


### Expenses by Month



Direct Costs Expenses

## Net Profit (or Loss) by Year



## Financing

### Use of funds

\$158,000.00 will be spent on professional services through the licensing process. This includes legal, architectural design, consultants, and others.

\$38,000.00 will be given as a rent deposit which is typical for the cannabis industry.

\$541K is dedicated to the buildout of the facility. This money will be used to bring the location to a "vanilla shell" suitable for doing business in, and from there to a fully operating dispensary.

\$150K is dedicated to starting inventory and \$293K is set aside for 6 months of operating expenses and contingencies.

Additional noteworthy costs include the following:

- Fully integrated security system (alarms, access controls, and cameras): \$100K
- Point of Sale Systems and software subscriptions: \$36K
- Furniture/Displays/Accents: \$50K

In total, Underground Legacy looks to raise \$1,200,000.00 in funds to open its doors and commence operations.

### **Sources of Funds, ROI and Exit Strategy**

Initial seed round funding will come from a Friends and Family capital raise. This original round of fundraising is expected to generate \$150,000.00 needed to get through the licensing process to the point where the Cannabis Control Commission issues Underground Legacy the Final License and we are granted permission to commence operations.

The 2nd round of funding will be provided by industry investors. Having received Provisional Approval from the Cannabis Control Commission at this point, the design phase and buildout will be completed. The target amount for this round is \$600K, the bulk of these funds going towards creating a safe, compliant retail space.

The 3rd and final round of funding will be provided by industry investors. Final License Inspection is scheduled or completed with the CCC. The employee hiring and training, furniture and fixture installation along with ordering starting inventory in advance of the harvest will take place at this phase. The target amount for this round is \$500K, a portion of these funds being used for 6 months of operating and contingencies.

Key Assumptions to ROI Model:

- Equity membership interest in company offered to all investors
- ROI is 40%
- ROI break-even point will be achieved within the first year of business
- Profit sharing done every quarter

Underground Legacy's exit strategy is to be acquired by a strategic buyer. The goal of the founder is to build the value of the company to make it attractive to MSO's that are looking to gain a foothold in the Massachusetts market. Monitoring of economic conditions, regulatory changes at the state and federal level as well as changes in the competitive environment will help determine when is the right time to sell to maximize returns for investors.

## Statements

### Projected Profit and Loss

|   | 2023               | 2024                | 2025                | 2026                | 2027                |
|---|--------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Revenue</b>                                  | <b>\$2,598,088</b> | <b>\$10,324,650</b> | <b>\$13,044,084</b> | <b>\$14,150,492</b> | <b>\$15,367,540</b> |
| <b>Direct Costs</b>                             | <b>\$1,169,140</b> | <b>\$4,926,892</b>  | <b>\$6,244,238</b>  | <b>\$6,742,121</b>  | <b>\$7,289,793</b>  |
| Gross Margin                                    | \$1,428,948        | \$5,397,758         | \$6,799,846         | \$7,408,371         | \$8,077,747         |
| <b>Gross Margin %</b>                           | <b>55%</b>         | <b>52%</b>          | <b>52%</b>          | <b>52%</b>          | <b>53%</b>          |
| <b>Operating Expenses</b>                       |                    |                     |                     |                     |                     |
| Salaries & Wages                                | \$124,800          | \$374,105           | \$420,270           | \$426,308           | \$432,647           |
| Employee Related Expenses                       | \$24,960           | \$74,821            | \$84,054            | \$85,262            | \$86,529            |
| Retrofitting Structure (MEP)                    | \$100,000          |                     |                     |                     |                     |
| Renovations + Paving                            | \$441,000          |                     |                     |                     |                     |
| Escrow Account (required)                       | \$5,000            |                     |                     |                     |                     |
| Professional Services through licensing process | \$158,000          |                     |                     |                     |                     |
| Rent Deposit                                    | \$38,000           |                     |                     |                     |                     |
| Website Buildout                                | \$5,000            |                     |                     |                     |                     |
| Starting Inventory - Cannabis products          | \$150,000          |                     |                     |                     |                     |
| POS Software Subscription - Flowhub             | \$2                | \$4                 | \$4                 | \$4                 | \$4                 |
| POS Software Subscription - Seed Kiosk          | \$1,500            | \$3,600             | \$3,600             | \$3,600             | \$3,600             |

## Underground Legacy

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|  |          |           |           |           |           |
|--|----------|-----------|-----------|-----------|-----------|
| Legal  | \$2,000  | \$6,000   | \$6,000   | \$6,000   | \$6,000   |
| Accounting   | \$7,000  | \$12,000  | \$12,000  | \$12,000  | \$12,000  |
| Rent   | \$50,000 | \$120,000 | \$120,000 | \$120,000 | \$120,000 |
| Insurance  | \$24,960 | \$24,960  | \$24,960  | \$24,960  | \$24,960  |
| Internet   | \$630    | \$1,080   | \$1,080   | \$1,080   | \$1,080   |
| Phone  | \$100    | \$240     | \$240     | \$240     | \$240     |
| Water / Sewer  | \$1,225  | \$2,100   | \$2,100   | \$2,100   | \$2,100   |
| Electric   | \$4,200  | \$7,200   | \$7,200   | \$7,200   | \$7,200   |
| Gas  | \$1,050  | \$1,800   | \$1,800   | \$1,800   | \$1,800   |
| Payroll Processing   | \$400    | \$960     | \$960     | \$960     | \$960     |
| Website Maintenance  | \$1,750  | \$3,000   | \$3,000   | \$3,000   | \$3,000   |
| Advertising - Leafly / Weedmaps  | \$5,000  | \$12,000  | \$12,000  | \$12,000  | \$12,000  |
| Uniforms   | \$1,000  | \$2,400   | \$2,400   | \$2,400   | \$2,400   |
| General Supplies   | \$2,500  | \$6,000   | \$6,000   | \$6,000   | \$6,000   |
| Bank Fees  | \$900    | \$2,160   | \$2,160   | \$2,160   | \$2,160   |
| Facility Maintenance   | \$700    | \$1,200   | \$1,200   | \$1,200   | \$1,200   |
| Fire Alarm / Sprinkler Monitoring and Maintenance  | \$875    | \$1,500   | \$1,500   | \$1,500   | \$1,500   |
| MEP Maintenance  | \$1,000  | \$3,000   | \$3,000   | \$3,000   | \$3,000   |
| Security System Monitoring and Maintenance   | \$1,500  | \$3,600   | \$3,600   | \$3,600   | \$3,600   |
| Courier Service Initial Investment- 2 leased vehicle down payment, GPS tracking systems and body cameras |          | \$20,000  |           |           |           |

## Underground Legacy

|                                    |                    |                    |                     |                     |                     |
|------------------------------------|--------------------|--------------------|---------------------|---------------------|---------------------|
| Payment on 2 Vehicles              |                    | \$5,400            | \$7,200             | \$7,200             | \$7,200             |
| Maintenance on 2 Delivery Vehicles |                    | \$2,331            | \$4,000             | \$4,000             | \$4,000             |
| Auto Insurance for 2 Vehicles      |                    | \$7,498            | \$10,000            | \$10,000            | \$10,000            |
| Delivery Vehicle Gas (2 Vehicles)  |                    | \$54,000           | \$72,000            | \$72,000            | \$72,000            |
| Courier License Renewal Fee        |                    |                    | \$2,500             | \$2,500             | \$2,500             |
| Dispensary License Renewal Fee     |                    |                    | \$5,000             | \$5,000             | \$5,000             |
| <b>Total Operating Expenses</b>    | <b>\$1,155,052</b> | <b>\$752,959</b>   | <b>\$819,828</b>    | <b>\$827,074</b>    | <b>\$834,680</b>    |
| <b>Operating Income</b>            | <b>\$273,896</b>   | <b>\$4,644,799</b> | <b>\$5,980,018</b>  | <b>\$6,581,297</b>  | <b>\$7,243,067</b>  |
| Interest Incurred                  |                    |                    |                     |                     |                     |
| Depreciation and Amortization      | \$18,500           | \$18,500           | \$18,500            | \$18,500            | \$18,500            |
| Gain or Loss from Sale of Assets   |                    |                    |                     |                     |                     |
| Income Taxes                       | \$127,698          | \$2,313,149        | \$2,980,760         | \$3,281,398         | \$3,612,283         |
| <b>Total Expenses</b>              | <b>\$2,470,390</b> | <b>\$8,011,500</b> | <b>\$10,063,326</b> | <b>\$10,869,093</b> | <b>\$11,755,256</b> |
| <b>Net Profit</b>                  | <b>\$127,698</b>   | <b>\$2,313,150</b> | <b>\$2,980,758</b>  | <b>\$3,281,399</b>  | <b>\$3,612,284</b>  |
| <b>Net Profit / Sales</b>          | <b>5%</b>          | <b>22%</b>         | <b>23%</b>          | <b>23%</b>          | <b>24%</b>          |

## Projected Balance Sheet

|                                  | 2023               | 2024               | 2025               | 2026                | 2027                |
|----------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| Cash                             | \$1,082,674        | \$5,499,234        | \$9,159,623        | \$12,732,962        | \$16,714,915        |
| Accounts Receivable              | \$0                | \$0                | \$0                | \$0                 | \$0                 |
| Inventory                        | \$336,128          | \$489,153          | \$530,644          | \$576,283           | \$576,283           |
| Other Current Assets             |                    |                    |                    |                     |                     |
| <b>Total Current Assets</b>      | <b>\$1,418,801</b> | <b>\$5,988,387</b> | <b>\$9,690,267</b> | <b>\$13,309,245</b> | <b>\$17,291,198</b> |
| Long-Term Assets                 | \$185,000          | \$185,000          | \$185,000          | \$185,000           | \$185,000           |
| Accumulated Depreciation         | (\$18,500)         | (\$37,000)         | (\$55,500)         | (\$74,000)          | (\$92,500)          |
| <b>Total Long-Term Assets</b>    | <b>\$166,500</b>   | <b>\$148,000</b>   | <b>\$129,500</b>   | <b>\$111,000</b>    | <b>\$92,500</b>     |
| <b>Total Assets</b>              | <b>\$1,585,301</b> | <b>\$6,136,387</b> | <b>\$9,819,767</b> | <b>\$13,420,245</b> | <b>\$17,383,698</b> |
| Accounts Payable                 | \$0                | \$0                | \$0                | \$0                 | \$0                 |
| Income Taxes Payable             | \$127,698          | \$2,313,149        | \$2,980,760        | \$3,281,398         | \$3,612,283         |
| Sales Taxes Payable              | \$129,905          | \$182,390          | \$217,401          | \$235,842           | \$256,126           |
| Short-Term Debt                  |                    |                    |                    |                     |                     |
| Prepaid Revenue                  |                    |                    |                    |                     |                     |
| <b>Total Current Liabilities</b> | <b>\$257,603</b>   | <b>\$2,495,539</b> | <b>\$3,198,161</b> | <b>\$3,517,240</b>  | <b>\$3,868,409</b>  |
| Long-Term Debt                   |                    |                    |                    |                     |                     |
| <b>Long-Term Liabilities</b>     |                    |                    |                    |                     |                     |
| <b>Total Liabilities</b>         | <b>\$257,603</b>   | <b>\$2,495,539</b> | <b>\$3,198,161</b> | <b>\$3,517,240</b>  | <b>\$3,868,409</b>  |
| Paid-In Capital                  | \$1,200,000        | \$1,200,000        | \$1,200,000        | \$1,200,000         | \$1,200,000         |
| Retained Earnings                |                    | \$127,698          | \$2,440,848        | \$5,421,606         | \$8,703,005         |
| Earnings                         | \$127,698          | \$2,313,149        | \$2,980,758        | \$3,281,399         | \$3,612,284         |
| <b>Total Owner's Equity</b>      | <b>\$1,327,698</b> | <b>\$3,640,848</b> | <b>\$6,621,606</b> | <b>\$9,903,005</b>  | <b>\$13,515,289</b> |

## Underground Legacy

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|   |                    |                    |                    |                     |                     |
|---|--------------------|--------------------|--------------------|---------------------|---------------------|
| <b>Total Liabilities<br/>&amp; Equity</b> | <b>\$1,585,301</b> | <b>\$6,136,387</b> | <b>\$9,819,767</b> | <b>\$13,420,245</b> | <b>\$17,383,698</b> |
|---|--------------------|--------------------|--------------------|---------------------|---------------------|

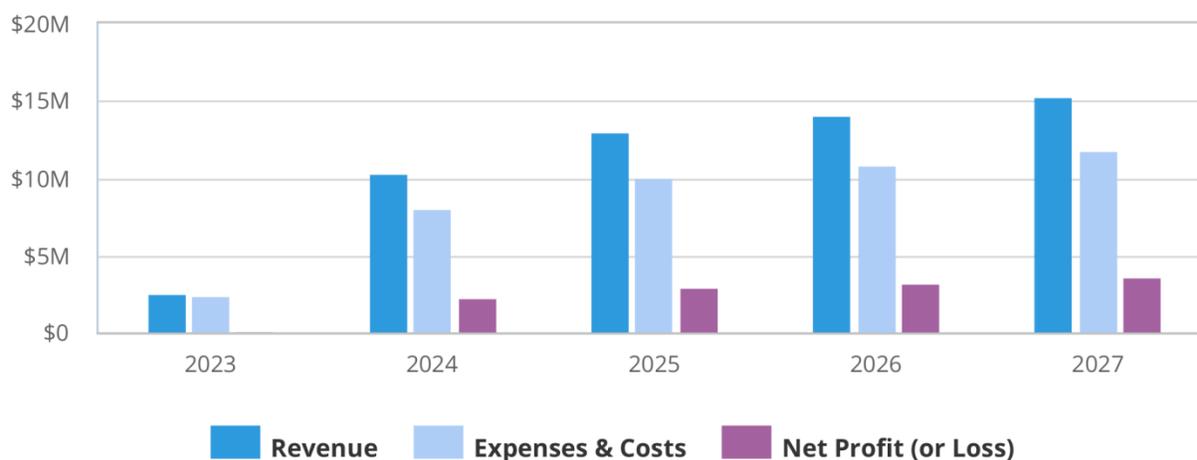
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## Projected Cash Flow Statement

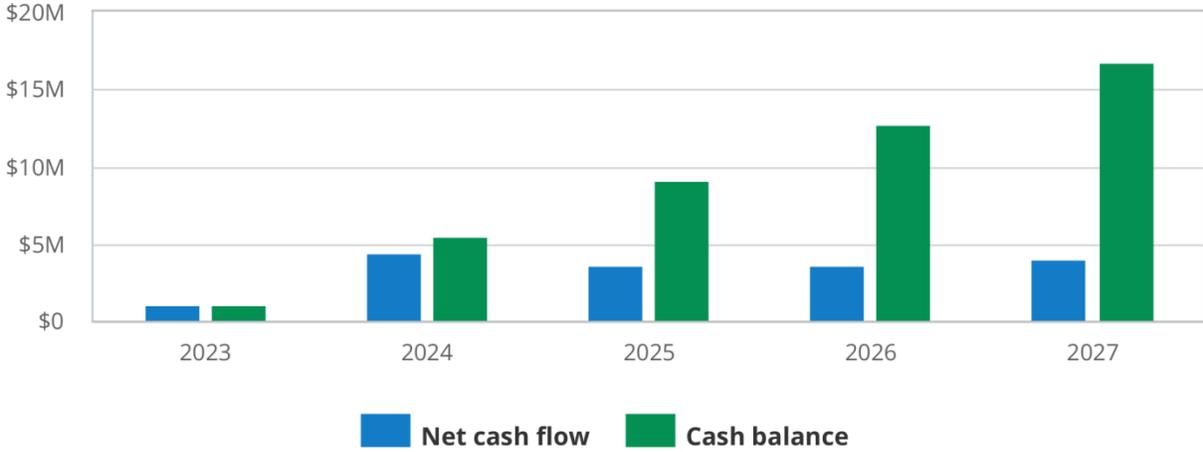
|                                      | 2023               | 2024               | 2025               | 2026               | 2027               |
|--------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Net Cash Flow from Operations</b> |                    |                    |                    |                    |                    |
| Net Profit                           | \$127,698          | \$2,313,150        | \$2,980,758        | \$3,281,399        | \$3,612,284        |
| Depreciation & Amortization          | \$18,500           | \$18,500           | \$18,500           | \$18,500           | \$18,500           |
| Change in Accounts Receivable        | \$0                | \$0                | \$0                | \$0                | \$0                |
| Change in Inventory                  | (\$336,128)        | (\$153,026)        | (\$41,490)         | (\$45,639)         | \$0                |
| Change in Accounts Payable           | \$0                | \$0                | \$0                | \$0                | \$0                |
| Change in Income Tax Payable         | \$127,698          | \$2,185,451        | \$667,611          | \$300,638          | \$330,885          |
| Change in Sales Tax Payable          | \$129,905          | \$52,485           | \$35,011           | \$18,441           | \$20,284           |
| Change in Prepaid Revenue            |                    |                    |                    |                    |                    |
| <b>Net Cash Flow from Operations</b> | <b>\$67,674</b>    | <b>\$4,416,560</b> | <b>\$3,660,390</b> | <b>\$3,573,339</b> | <b>\$3,981,953</b> |
| <b>Investing &amp; Financing</b>     |                    |                    |                    |                    |                    |
| Assets Purchased or Sold             | (\$185,000)        |                    |                    |                    |                    |
| <b>Net Cash from Investing</b>       | <b>(\$185,000)</b> |                    |                    |                    |                    |
| Investments Received                 | \$1,200,000        |                    |                    |                    |                    |
| Dividends & Distributions            |                    |                    |                    |                    |                    |
| Change in Short-Term Debt            |                    |                    |                    |                    |                    |
| Change in Long-Term Debt             |                    |                    |                    |                    |                    |

|                                |                    |                    |                    |                     |                     |
|--------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| <b>Net Cash from Financing</b> | <b>\$1,200,000</b> |                    |                    |                     |                     |
| Cash at Beginning of Period    | \$0                | \$1,082,674        | \$5,499,234        | \$9,159,623         | \$12,732,962        |
| Net Change in Cash             | \$1,082,674        | \$4,416,560        | \$3,660,390        | \$3,573,339         | \$3,981,953         |
| <b>Cash at End of Period</b>   | <b>\$1,082,674</b> | <b>\$5,499,234</b> | <b>\$9,159,623</b> | <b>\$12,732,962</b> | <b>\$16,714,915</b> |

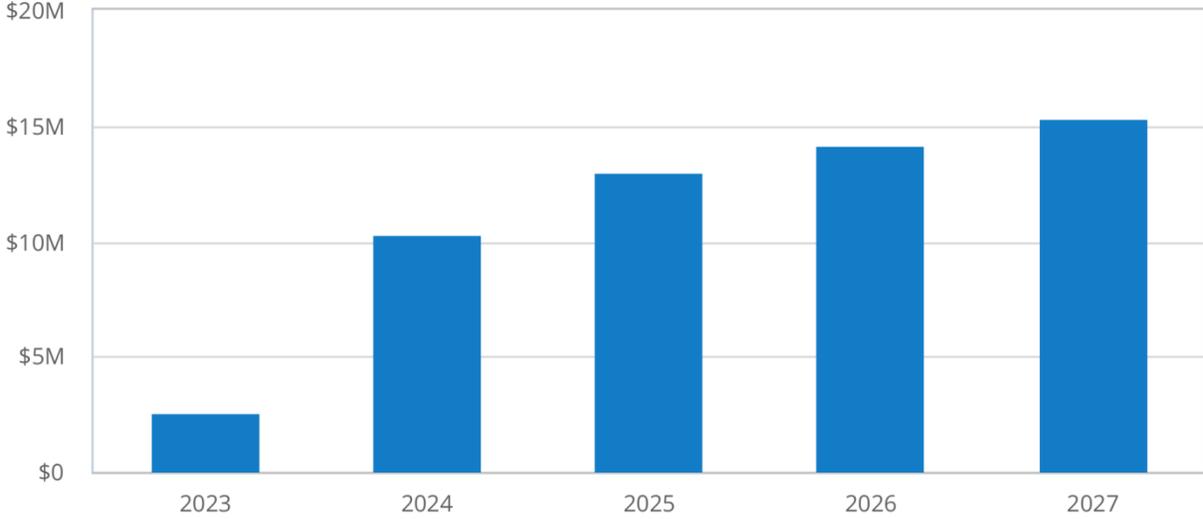
### Financial Highlights by Year



### Cash Flow by Year



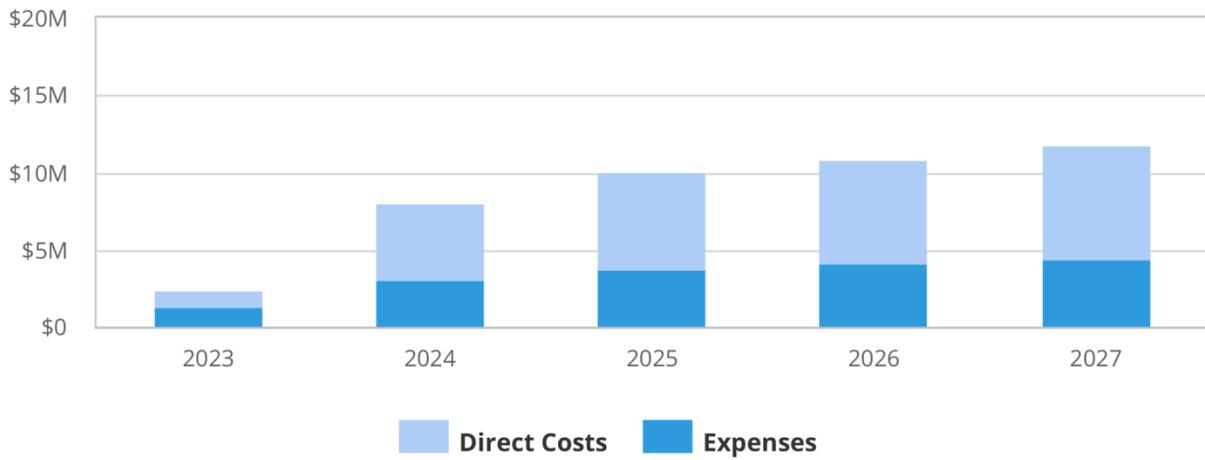
### Revenue by Year



## Revenue Forecast Table

|                           | 2023               | 2024                | 2025                | 2026                | 2027                |
|---------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Revenue</b>            |                    |                     |                     |                     |                     |
| Flower                    | \$1,497,600        | \$5,166,720         | \$6,200,064         | \$6,820,070         | \$7,502,077         |
| Concentrates              | \$446,400          | \$1,540,080         | \$2,156,112         | \$2,371,723         | \$2,608,895         |
| Edibles                   | \$322,560          | \$1,112,832         | \$1,335,396         | \$1,468,935         | \$1,615,828         |
| Pre-Rolls                 | \$213,528          | \$736,668           | \$883,992           | \$972,392           | \$1,069,631         |
| Accessories               | \$118,000          | \$407,100           | \$488,520           | \$537,372           | \$591,109           |
| Cannabis Deliveries       |                    | \$1,237,500         | \$1,800,000         | \$1,800,000         | \$1,800,000         |
| Delivery Fees             |                    | \$123,750           | \$180,000           | \$180,000           | \$180,000           |
| <b>Total Revenue</b>      | <b>\$2,598,088</b> | <b>\$10,324,650</b> | <b>\$13,044,084</b> | <b>\$14,150,492</b> | <b>\$15,367,540</b> |
| <b>Direct Cost</b>        |                    |                     |                     |                     |                     |
| Total COGS                | \$1,169,140        | \$4,646,092         | \$5,869,838         | \$6,367,721         | \$6,915,393         |
| Direct Labor              |                    | \$280,800           | \$374,400           | \$374,400           | \$374,400           |
| <b>Total direct costs</b> | <b>\$1,169,140</b> | <b>\$4,926,892</b>  | <b>\$6,244,238</b>  | <b>\$6,742,121</b>  | <b>\$7,289,793</b>  |
| Gross margin              | \$1,428,948        | \$5,397,758         | \$6,799,846         | \$7,408,371         | \$8,077,747         |
| <b>Gross margin %</b>     | <b>55%</b>         | <b>52%</b>          | <b>52%</b>          | <b>52%</b>          | <b>53%</b>          |

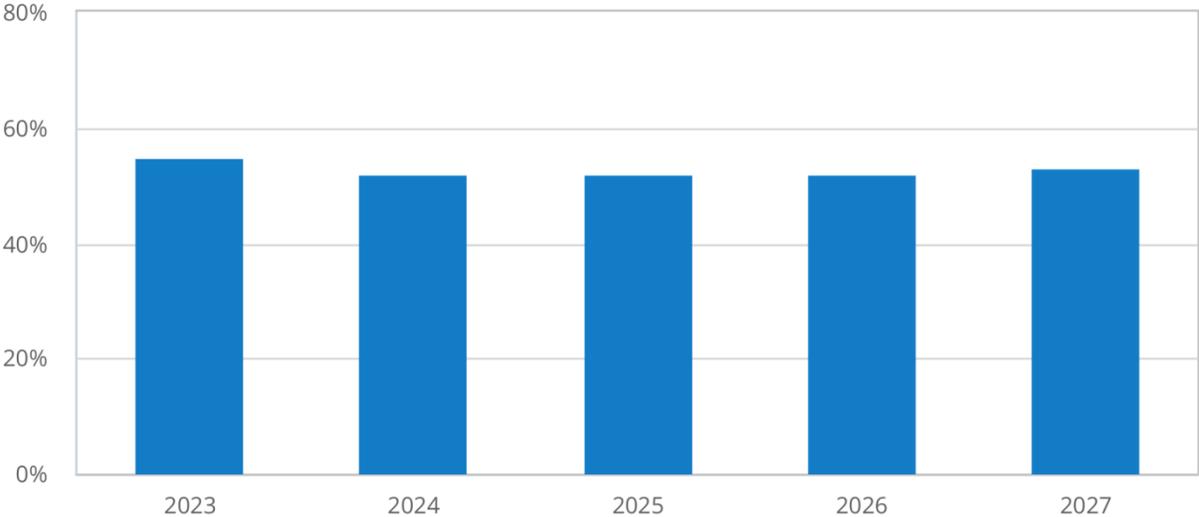
## Expenses by Year



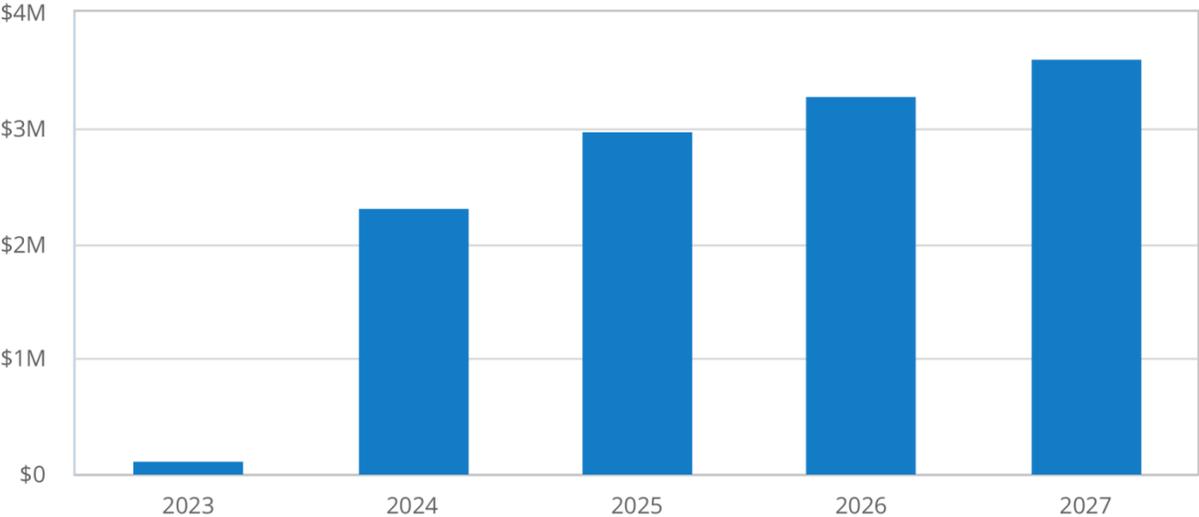
## Personnel Table

|                                | 2023             | 2024             | 2025             | 2026             | 2027             |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|
| Delivery Drivers (6)           |                  | \$280,800        | \$374,400        | \$374,400        | \$374,400        |
| Budtender - Fulltime (5.3)     | \$86,400         | \$207,360        | \$207,360        | \$207,360        | \$207,360        |
| Budtender - Part Time (5.3)    | \$38,400         | \$92,160         | \$92,160         | \$92,160         | \$92,160         |
| General Manager (0.75)         |                  | \$33,750         | \$47,250         | \$49,613         | \$52,093         |
| Chief Financial Officer (0.72) |                  | \$40,835         | \$73,500         | \$77,175         | \$81,034         |
| <b>Totals</b>                  | <b>\$124,800</b> | <b>\$654,905</b> | <b>\$794,670</b> | <b>\$800,708</b> | <b>\$807,047</b> |

### Gross Margin by Year



### Net Profit (or Loss) by Year



## ENERGY EFFICIENCY AND CONSERVATION

### Energy Efficiency and Conservation

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) will demonstrate consideration of the following factors:

- a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

## MAINTAINING OF FINANCIAL RECORDS

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC's ("Underground Legacy") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - 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; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Underground Legacy.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Underground Legacy 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: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;

- Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
  - Underground Legacy shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### Overview

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) will securely maintain personnel records, including registration status and background check records. Underground Legacy will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Underground Legacy and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- 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 and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

### Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Underground Legacy will undergo a detailed background investigation prior to being granted access to a Underground Legacy facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Underground Legacy pursuant to 935 CMR 500.030 and will be used by the Director of Security, 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 500.030, Underground Legacy will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. 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.
  - c. 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, Underground Legacy will:
  - a. 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.
  - b. 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, Underground Legacy will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. 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; and

- x. Any other relevant information, including information submitted by the subject.
- c. 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.
  - 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 agent will be verified at the time of hire.
  - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Underground Legacy or the Commission.

#### Personnel Policies and Training

As outlined in Underground Legacy's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Underground Legacy agents are required to complete training as detailed in Underground Legacy's Qualifications and Training plan which includes but is not limited to Underground Legacy's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Underground Legacy will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Underground Legacy operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Underground Legacy agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Underground Legacy discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Underground Legacy will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Underground Legacy will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Underground Legacy will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard, or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Underground Legacy will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Underground Legacy packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Underground Legacy’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## QUALITY CONTROL AND TESTING

### Quality Control

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) will comply with the following sanitary requirements:

1. Any Underground Legacy agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Underground Legacy agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Underground Legacy’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Underground Legacy’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Underground Legacy’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Underground Legacy will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Underground Legacy’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Underground Legacy’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Underground Legacy’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Underground Legacy will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Underground Legacy acknowledges and understands that the Commission may require Underground Legacy to demonstrate the intended and actual use of any toxic items found on Underground Legacy's premises;
11. Underground Legacy will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Underground Legacy's needs;
12. Underground Legacy's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Underground Legacy will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Underground Legacy will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Underground Legacy will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Underground Legacy's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Underground Legacy will ensure that Underground Legacy's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Underground Legacy will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Underground Legacy to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

### Testing

Underground Legacy will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Underground Legacy for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Underground Legacy's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Underground Legacy's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Underground Legacy's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Underground Legacy acknowledges and understands that the Commission may require additional testing.

Underground Legacy's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Underground Legacy and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Underground Legacy will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Underground Legacy acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Underground Legacy's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Underground Legacy for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated, or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred, or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

## RECORDKEEPING PROCEDURES

### General Overview

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Underground Legacy documents. Records will be stored at Underground Legacy in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

### Recordkeeping

To ensure that Underground Legacy is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Underground Legacy’s quarter-end closing procedures. In addition, Underground Legacy’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

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
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. 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 employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Underground Legacy.
- Personnel Records

At a minimum, Personnel Records will include:

  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Underground Legacy and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - 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; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Underground Legacy will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Underground Legacy will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer
  - Underground Legacy will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Underground Legacy will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Underground Legacy 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 within Underground Legacy's jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log 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.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Underground Legacy will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Underground Legacy agents present during the disposal or other handling, with their signatures. Underground

Legacy will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- 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.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Underground Legacy is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Underground Legacy will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Underground Legacy's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on 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).
- Responsible Vendor Training
  - Underground Legacy shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Underground Legacy closes, all records will be kept for at least two (2) years at Underground Legacy's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Underground Legacy will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures

Policies and Procedures related to Underground Legacy's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of Underground Legacy's hours of operation and after-hours contact information, which will be provided to the Commission, 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 strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- 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 to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Underground Legacy operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Underground Legacy, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Underground Legacy's website.

- Policies and procedures for the handling of cash on Underground Legacy premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Underground Legacy shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

#### Record-Retention

Underground Legacy will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

## QUALIFICATIONS AND TRAINING

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC (“Underground Legacy”) will ensure that all employees hired to work at an Underground Legacy facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Underground Legacy will maintain a list of anticipated positions and their qualifications.

### Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Underground Legacy will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Underground Legacy discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Underground Legacy will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

### Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Underground Legacy’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. An Underground Legacy Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Underground Legacy or by a third-party vendor engaged by the Underground Legacy. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Underground Legacy Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

### *Basic Core Curriculum*

Underground Legacy Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;

- Visible signs of impairment; and
- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Underground Legacy Agents which shall include:
  - Conduct of Underground Legacy Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - Permitted hours of sale;
  - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Underground Legacy will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Underground Legacy’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Underground Legacy Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Underground Legacy to maintain designation as a Responsible Vendor. Once the Underground Legacy Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

## DIVERSITY PLAN

### Statement of Purpose

Underground Legacy Social Club, LLC d/b/a Underground Legacy LLC ("Underground Legacy") is committed to promoting diversity in the cannabis industry by creating a more inclusive and equitable environment that values and supports individuals from diverse backgrounds such as people of color, particularly Black, African American, Latinx and Indigenous people; Women; Veterans; Persons with disabilities; and LGBTQ+ people. We recognize that the cannabis industry has historically excluded and marginalized certain communities, and we believe it is our responsibility to actively work towards changing that.

Our goal is to create opportunities for individuals from underrepresented groups to enter and succeed in the cannabis space. We are committed to addressing systemic barriers to entry and providing resources and support to help these individuals overcome obstacles and achieve their goals.

We are dedicated to building a culture of inclusiveness within our company and the industry. We believe that a diverse and inclusive workforce is not only the right thing to do, but it also leads to better business outcomes, increased innovation, and stronger relationships with customers and stakeholders.

Through our actions and initiatives, we aim to be a leader in promoting diversity, equity, and inclusion in the cannabis industry. We will continue to learn, evolve, and adapt our approach to ensure that we are making a meaningful impact towards a more just and equitable future for all.

### Goals

In order for Underground Legacy to promote equity for the above-listed groups in its operations, Underground Legacy has established the following goals:

1. Diversify our workforce.
2. Create a safe, accepting and respectful work environment.
3. Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

### Programs

Underground Legacy has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. 60% described as minorities, 50% women, 20% LGBTQ+, 5% differently-abled, and 5% veterans with a goal to increase the number of individuals falling into these demographics working at Underground Legacy's operation.  
Underground Legacy will attend demographic-specific job fairs or post job listings in targeted demographic media when we are actively hiring.
2. To accomplish this goal, Underground Legacy will require one annual cultural sensitivity training for all employees including specific training for employees in management positions.
3. To accomplish this goal, Underground Legacy will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ+ individuals.

#### Measurements

Underground Legacy management will administer the Plan and will be responsible for developing measurable outcomes to ensure Underground Legacy continues to meet its commitments. Such measurable outcomes, in accordance with Underground Legacy's goals and programs described above, include:

- Annually report the following: percentage of total employees identified as minorities; Percentage of total employees identified as women; and percentage of employees identified; percentage of LGBTQ+ employees; percentage of employees who are veterans; percentage of differently-abled employees; number of demographic-specific job fairs attended and/or post job listings in targeted demographic media.
- Annually report the number of employees who completed the training within the renewal year as a percentage of all staff employed within that same calendar year.
- To the extent legally permissible, and acting in a non-discriminatory manner, Underground Legacy will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by identified populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Underground Legacy will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the identified populations and Underground Legacy may give supplier contractor priority to these businesses, should other factors allow such priority. In order to target a diverse supplier base, Underground Legacy will post hiring needs in diverse publications such as a variety of web-based recruitment platforms. Underground Legacy will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments.

The availability of supply chain and service providing businesses that meet Underground Legacy's employee hiring goals may be limited, and Underground Legacy will likely have less opportunity to curate the demographics of those businesses. Specifically, to the extent legally permissible, and acting in a non-discriminatory manner, Underground Legacy will seek to work with supply chain businesses and service providers who meet the following demographic goals: 35% women, 10% described as minorities, 5% veterans, 5% people with disabilities, AND 15% LGBTQ+ individuals, with a goal to increase the number of individuals in the supply chain or providing services that fall into these categories over time. Underground Legacy will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Beginning upon receipt of Underground Legacy's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Underground Legacy will utilize the proposed measurements to assess its diversity plan and will account for demonstrating proof of success or progress upon the yearly renewal of the license. Underground Legacy management will review and evaluate Underground Legacy's measurable outcomes no less than twice annually to ensure that Underground Legacy is meeting its commitments. Underground Legacy is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

- Underground Legacy will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Underground Legacy will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.