



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282013
Original Issued Date: 07/01/2021
Issued Date: 07/01/2021
Expiration Date: 07/01/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: LC Square, LLC.

Phone Number: 617-712-8884 Email Address: art@lcsquare.net

Business Address 1: 14 Fox Hill Drive Business Address 2:

Business City: Natick Business State: MA Business Zip Code: 01760

Mailing Address 1: 14 Fox Hill Drive Mailing Address 2:

Mailing City: Natick Mailing State: MA Mailing Zip Code: 01760

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Arthur Last Name: Babayan Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: LC Square, LLC

Entity DBA:

Email: art@lcsquare.net

Phone: 617-712-8884

Address 1: 14 Fox Hill Drive

Address 2:

City: Natick

State: MA

Zip Code: 01760

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$10000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Arthur

Last Name: Babayan

Suffix:

Marijuana Establishment Name: LC Square, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Adams

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 173 Howland Avenue

Establishment Address 2:

Establishment City: Adams

Establishment Zip Code: 01220

Approximate square footage of the Establishment: 37000

How many abutters does this property have?: 19

Have all property abutters have 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	PM_HCA_Certification.pdf	pdf	60037e5b89d382080d8efe80	01/16/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	600388d379776c07d15e9cdf	01/16/2021
Plan to Remain Compliant with Local Zoning	LC2 Plan to Remain Compliant with Local Zoning.pdf	pdf	60038984d18fa907c7d94b27	01/16/2021

Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	600cb04cc6de99078eaa95d3	01/23/2021
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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	LC2 Plan for Positive ImpactV3.0.pdf	pdf	600389c2eb00b107e454701d	01/16/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
 First Name: Arthur Last Name: Babayan 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
Secretary of Commonwealth - Certificate of Good Standing	SOS COGS.pdf	pdf	60038bf816d57608051fdb8	01/16/2021
Department of Revenue - Certificate of Good standing	DOR COGS.pdf	pdf	60038c0260fc2607ca6afa1b	01/16/2021
Secretary of Commonwealth - Certificate of Good Standing	LC2 DUA Certificate_2021.pdf	pdf	600392859597d30802d2e82e	01/16/2021
Bylaws	LC2 Operating Agreement 2021.pdf	pdf	60039557e767d307ceee66b9	01/16/2021
Articles of Organization	Certificate of Organization_2021.pdf	pdf	60046de316d57608051fdc36	01/17/2021

No documents uploaded

Massachusetts Business Identification Number: 001327445

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	PM_BusinessPlan.pdf	pdf	60038ee109cfae0810fd56d9	01/16/2021
Plan for Liability Insurance	LC2 Liability Insurance Plan.pdf	pdf	60038eff2027b107e8dcb040	01/16/2021
Proposed Timeline	LC2 Timeline_PM.pdf	pdf	600394ba9597d30802d2e836	01/16/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	LC2 Methods Used to Produce Products.pdf	pdf	600478a9b11eae07c3c5a90a	01/17/2021
Restricting Access to age 21 and older	LC2 Policy for Limiting Access to Age 21 and Older_PM.pdf	pdf	600478ab982b2307e19963e2	01/17/2021
Sample of unique identifying marks used for branding	LC2 Samples of unique identifying marks used for branding.pdf	pdf	600478aee767d307ceee676d	01/17/2021
Security plan	LC2 Security System Plan_PM.pdf	pdf	600478b0e826e207c07ddc87	01/17/2021
Quality control and testing	LC2 Policy for Quality Control and Product Testing_2021.pdf	pdf	60048ba360fc2607ca6afadc	01/17/2021
Inventory procedures	LC2 Policy for Inventory_2021.pdf	pdf	60048ba49597d30802d2e8f9	01/17/2021
Transportation of marijuana	LC2 Policy for the Transportation of Marijuana_2021.pdf	pdf	60048ba5b11eae07c3c5a937	01/17/2021
Storage of marijuana	LC2 Policy and Procedure for Storage of Marijuana_PM.pdf	pdf	60048ba6982b2307e1996407	01/17/2021
Prevention of diversion	LC2 Prevention of Diversion_PM.pdf	pdf	60048ba744f61c07f6801113	01/17/2021
Qualifications and training	LC2 Qualifications and Training Policy and Procedure_2021.pdf	pdf	6004bd8be826e207c07ddccf	01/17/2021
Personnel policies including background checks	LC2 Personnel Policies_2021.pdf	pdf	6004bd8c09cfae0810fd57e5	01/17/2021
Record Keeping procedures	LC2 Record Keeping Procedure_2021.pdf	pdf	6004bd8e841ecf07f32ad2d7	01/17/2021
Maintaining of financial records	LC2 Maintenance of Financial Records Policy and Procedure.pdf	pdf	6004bd8f36d86207eb96b757	01/17/2021
Diversity plan	LC2 Diversity Plan.pdf	pdf	6004bd9079776c07d15e9df2	01/17/2021
Dispensing procedures	LC2 Policy for Dispensing_PM.pdf	pdf	6004bd9c16d57608051fdca7	01/17/2021
Plan to Obtain Marijuana	LC2 PM Plan to Obtain Marijuana.pdf	pdf	6004c184982b2307e1996437	01/17/2021
Safety Plan for Manufacturing	LC2 PM Safety Plan.pdf	pdf	6004c185eb00b107e4547144	01/17/2021
Energy Compliance Plan	LC2 Energy Compliance Plan.pdf	pdf	6004c187e767d307ceee67c9	01/17/2021
Separating recreational from medical operations, if applicable	LC2 Policy for Separating Recreational from Medical Operations.pdf	pdf	6004c231841ecf07f32ad2dc	01/17/2021
Types of products Manufactured.	LC2 Products to be Manufactured.pdf	pdf	600cb14695aefe083da130da	01/23/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

I 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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

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):

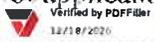
1. Name of applicant:

LC Square, LLC

2. Name of applicant’s authorized representative:

Arthur Babayan

3. Signature of applicant’s authorized representative:

4. Name of municipality:

Town of Adams

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

Jay R. Green



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



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

jgreen@town.adams.ma.us

8. Host community agreement execution date:

08/23/18



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: 12/30/2020

b. Name of publication: Berkshire Eagle

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: 12/28/2020

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: 12/26/2020

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:

LC Square LLC

Name of applicant's authorized representative:

Arthur Babayan

Signature of applicant's authorized representative:



Berkshire Eagle, The

Attachment A

Publication Name:

Berkshire Eagle, The

Publication URL:

www.berkshireeagle.com/

Publication City and State:

Pittsfield, MA

Publication County:

Berkshire

Notice Popular Keyword Category:

Notice Keywords:

Howland

Notice Authentication Number:

202101161815122601411**1262781558**

Notice URL:

[Back](#)

Notice Publish Date:

Wednesday, December 30, 2020

Notice Content

Notice of Community Outreach Meeting For Adult-Use Marijuana Product Manufacturing Notice is hereby given that LC Square LLC will conduct a Community Outreach Meeting as required under the adult use marijuana regulations, 935 CMR 500.101 on January 13th 2021 at 6pm. Meeting will take place via Zoom Video Conference Zoom ID: 833 6309 2939 Password: adams The proposed Marijuana Product Manufacturing Establishment plans to be located at 173 Howland Avenue Adams MA . There will be an opportunity for the public to ask questions. LC Square, LLC AD#53768 12/30/2020

[Back](#)

Art Babayan <art@losquare.net>
to Donna, Jay

Dec 28, 2020, 8:25 AM (13 days ago)



Hi Donna,

Attachment B

For all virtual meetings CCC now requires 14 days newspaper notice and not as previously defined 7 days, due to that we would need to push the outreach meeting by one week to January 13th. Notice in Berkshire Eagle will be printed on 30th.

Please refer to the attached notice, can we also post this on Adams Town website.

Regards,

Art



Art Babayan <art@lcsquare.net>
To Donna, Jay

Dec 28, 2020, 8:25 AM (13 days ago)



Attachment B

Hi Donna,

For all virtual
Notice in Berk

Please refer to
Regards,

Art

+++

from: **Art Babayan** <art@lcsquare.net>
 to: "Cesan, Donna" <dcesan@town.adams.ma.us>
 cc: "Green, Jay" <jgreen@town.adams.ma.us>
 date: Dec 28, 2020, 8:25 AM
 subject: Re: Product Manufacturing license extension
 mailed-by: lcsquare.net

ously defined 7 days, due to that we would need to push the outreach meeting by one week to January 13th.





Home

Discover Adams

Government

Community

Stormwater Management Program

Town Resource Center



Pay Bills Online



Minutes & Agendas



Transfer Station



Hours



Forms & Documents



Online Permitting



Town Code



Reverse911
Get it Now

COVID-19 Information Read more »

Town Calendar

Town News

Construction Updates

January

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Upcoming Events

- Board of Health Meeting
January 13, 2021 - 4:00pm
- Northern Berkshire Solid Waste Management District Meeting
January 13, 2021 - 5:00pm
- Community Outreach Meeting - Adult-Use Marijuana Product Manufacturing
January 13, 2021 - 6:00pm
- Northern Berkshire Vocational Regional School District Meeting

All upcoming events

Attachment B

Notice of Community Outreach Meeting

For Adult-Use Marijuana Product Manufacturing

Notice is hereby given that LC Square LLC will conduct a Community Outreach Meeting as required under the adult use marijuana regulations, 935 CMR 500.101 on January 13th 2021 at 6pm

Meeting will take place via Zoom Video Conference

Zoom ID:

833 6309 2939

Password: adams

The proposed Marijuana Product Manufacturing Establishment plans to be located at [173 Howland Avenue Adams MA](#) .

There will be an opportunity for the public to ask questions.

LC Square, LLC

Attachment C

Notice of Community Outreach Meeting

For Adult-Use Marijuana Product Manufacturing

Notice is hereby given that LC Square LLC will conduct a Community Outreach Meeting as required under the adult use marijuana regulations, 935 CMR 500.101 on January 13th 2021 at 6pm

Meeting will take place via Zoom Video Conference

Zoom ID:
833 6309 2939

Password: adams

The proposed Marijuana Product Manufacturing Establishment plans to be located at [173 Howland Avenue Adams MA](#) .

There will be an opportunity for the public to ask questions.

LC Square, LLC

From:
LC Square LLC
14 Fox Mill Dr.
Natick, MA 01760

Attachment C



To:



Adams, MA 01220

From:
LC Square LLC
14 Fox Mill Dr.
Natick, MA 01760



To:

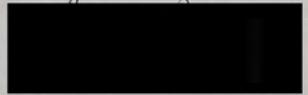


Adams, MA 01220

From:
LC Square LLC
14 Fox Mill Dr.
Natick, MA 01760



To:



Adams, MA 01220

Attachment C

From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:

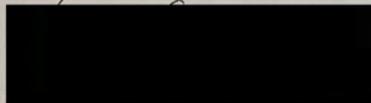


Adams, MA 01220

From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:

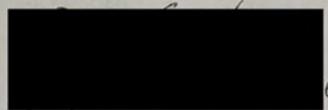


Adams, MA 01220

From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



Adams, MA 01220

From:
LC Searcy LLC
14 Fox Hill Dr.
Natick, MA 01760

Attachment C



To:



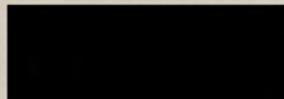
Adams, MA 01220

From:
LC Searcy
14 Fox Hill Dr.
Natick, MA 01760

From:
LC Searcy LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



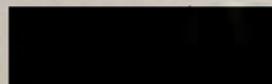
Adams, MA 01220

From:
LC Searcy
14 Fox Hill Dr.
Natick, MA 01760

From:
LC Searcy LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



Adams, MA 01220

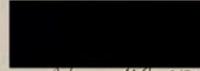
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LC Searcy
14 Fox Hill Dr.
Natick, MA 01760

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LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760

To:



Adams, MA 01220

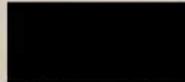
From:
LC Square LLC
14 Fox Hill Dr.
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From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



Adams, MA 01220

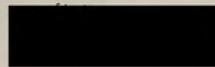
From:
LC Square LLC
14 Fox Hill Dr.
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From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



Adams, MA 01220

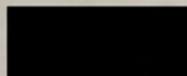
From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



From:
LC Square LLC
14 Fox Hill Dr.
Natick, MA 01760



To:



Adams, MA 01220

To:
[Redacted]
0 Howland Ave,
Adams, MA 01220

To:
[Redacted]
Adams, MA 01220

To:
[Redacted]
Adams, MA 01220

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[Redacted]
Adams, MA 01220

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14 Fox Mill Dr.
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To:
[Redacted]
Adams, MA 01220

To:
[Redacted]
Adams, MA 01220

From:
LC Square LLC
14 Fox Mill Dr.
Natick, MA 01760

To:
[Redacted]
Adams, MA 01220

LC2 Plan to Remain Compliant with Local Zoning

Purpose

The purpose of this plan is to outline how LC Square, LLC. (“LC2”) will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 173 Howland Avenue, Adams MA 01220, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

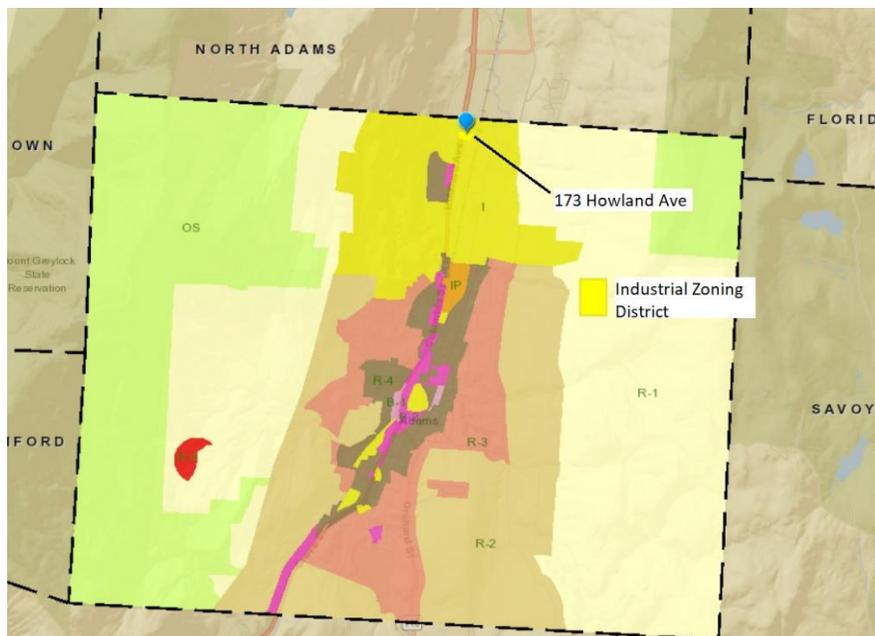
Background

The Town of Adams has enacted a zoning bylaw that establishes zoning restrictions for Adult-Use marijuana establishments.

Chapter 125 Article IV Section 125-35 Licensed Marijuana Establishments (attached) states in part, *“Licensed marijuana establishments may be sited as-of-right in the Industrial (I) District, as shown on the Zoning Map pursuant to MGL c. 40A, § 4, subject to site plan approval in accordance with § 125-19 of this chapter.”*

Our proposed location at 173 Howland Avenue in Adams is located in the Industrial Zoning District which allows Marijuana Cultivation Establishments by right subject to site plan review

The zoning bylaw also requires a Marijuana Establishment to possess a business license from the Town.



Plan:

LC2 is currently fully compliant with all of the requirements outlined in the Towns bylaw. Upon Receipt of a Provisional License from the Commission, LC2 will apply for site plan approval and a business license from the Town. We will also comply with all conditions of the bylaw.

LC2, LLC. is and will remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Cultivator in the Town of Adams

In addition to LC2 remaining compliant with the existing Adams Zoning bylaw, our executive management team and General Counsel will continually engage with the Adams Town Officials to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.



Host Community Information (Community Outreach Documentation-Virtual Meeting). Documentation showing the applicant provided the necessary documentation regarding the Virtual Community Outreach Meeting and it was conducted within six months of the Application of Intent being originally submitted. Please review the Administrative Order for additional information required as part of conducting virtual meetings: <https://mass-cannabis-control.com/enforcement-administrative-order-allowing-virtual-web-based-community-outreach-meetings-april-27-2020/> 935 CMR 500.101(1) and (2) (required)

1. *The applicant shall obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.*

Please see the **Attachment A** which is an email communication between Arthur Babayan, our Owner/CEO and Adams Town Administrator Jay Green and Donna Cesan who is the Adams Director of Community Development. This email correspondence shows LC Square notified the Town of the Community Outreach Meeting and their approval.

2. *The applicant shall provide in the notice instructions on how to join and participate in the meeting.*

Please see **Attachment B** “Notice of Community Outreach Meeting” and the Town of Adams Website Notice which provides the Zoom link, Zoom meeting ID and Password.

3. *The applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.*

Please see **Attachment C** which is a screenshot of the AC3 Facebook Page that shows the meeting notice, a link to the zoom meeting, and a link to the PowerPoint slide deck for the meeting. This screenshot is date stamped January 11, 2021 which is more than 24 hours prior to the meeting.

4. *The applicant shall submit to the Commission the number of participants attending the meeting.*

Six people attended the zoom meeting:

Donna C.
Joseph N.
Christine H.
Angela B.
Roy P.
Andrew C.

5. *The applicant shall submit a recording of the meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host community's discretion.*

The recording of the meeting has been sent to licensing@cccmass.com referencing this RFI to the attention of **LICENSING SPECIALIST NAME**.

THIS SPACE INTENTIONALLY LEFT BLANK

----- Forwarded message -----

From: **Art Babayan** <art@lcsquare.net>
Date: Mon, Dec 28, 2020 at 8:25 AM
Subject: Re: Product Manufacturing license extension
To: Cesan, Donna <dcesan@town.adams.ma.us>
Cc: Green, Jay <jgreen@town.adams.ma.us>

Hi Donna,

For all virtual meetings CCC now requires 14 days newspaper notice and not as previously defined 7 days, due to that we would need to push the outreach meeting by one week to January 13th. Notice in Berkshire Eagle will be printed on 30th.

Please refer to the attached notice, can we also post this on Adams Town website.

Regards,

Art

On Tue, Dec 22, 2020 at 5:50 PM Art Babayan <art@lcsquare.net> wrote:
January 6th @6pm is perfect. I will draft a notice and will send it over to Berkshire Eagle tomorrow to be posted on December 30th.
I will also forward the same notice to Haley so it can be posted on the Town website.

Appreciate the prompt response!

On Tue, Dec 22, 2020 at 5:44 PM Cesan, Donna <dcesan@town.adams.ma.us> wrote:

Art:

I just spoke to Jay and yes, January 6 works well. I would suggest having the meeting start at 6:00 PM rather than the 5:00 start – the Board meeting starts at 7 PM. But that is entirely up to you – I was just thinking that folks get out of work at 5 typically and are back home by 6...

Best,

Donna

From: Art Babayan <art@lcsquare.net>
Sent: Tuesday, December 22, 2020 4:28 PM
To: Cesan, Donna <dcesan@town.adams.ma.us>
Cc: Green, Jay <jgreen@town.adams.ma.us>
Subject: Re: Product Manufacturing license extension

Hi Donna,

Just a follow-up regarding the time for the community outreach meeting. Can you please confirm if 5pm on January 6th is a good option.

Thank you,

Art

On Mon, Dec 21, 2020, 11:15 AM Art Babayan <art@lcsquare.net> wrote:

January 6th would work well.

We would need to post the notice in Berkshire Eagle, and once we have time/date confirmed I will be able to do that.

If we can confirm the time for January 6th before Wednesday, it will be in time for the notice to go out on December 30th.

Thanks for all your help!

On Mon, Dec 21, 2020 at 11:03 AM Cesan, Donna <dcesan@town.adams.ma.us> wrote:

Art:

It was SO good to see you last week and catch up. We are very excited for you to be moving forward again on the cultivation facility and also learning about your patent!

We can get the certificate executed and back to you soon. You noted the Community Outreach meeting had to be posted with the Town Clerk at least two weeks in advance. Is a notice in the local paper required as well? If not, maybe you might want to schedule it on Wednesday March 6 and hour before the Selectmen's meeting (more likelihood the Board members could participate...) - I will check with Jay about this and get back to you.

Best regards,

Donna

From: Art Babayan <art@lcsquare.net>
Sent: Friday, December 18, 2020 3:04:44 PM
To: Green, Jay; Cesan, Donna
Subject: Product Manufacturing license extension

Hi Donna and Jay,

Thanks again for hosting me another day, it was great to meet in person and catch up.

As per our conversation regarding the product manufacturing licensing, I was clarifying steps which need to take place in order for me to file the paperwork with CCC.

In summary- we can proceed on the basis of already executed HCA and do not need to execute another one. Attached is HCA certification form which would need to be signed and submitted. This form certifies that LC Square

and Town of Adams have an existing HCA which was executed on August 23rd, 2018. I am also attaching a copy of the form (Donna has a hard copy as well).

Please review and complete sections 5, 6 and 7.

CCC also requires me to hold a community outreach meeting, and due to COVID it can be done virtually. It requires me to have a notice posted via Town Clerk 2 weeks in advance.

I would like to propose the week of January 4th for that to take place, any preference on the date?

Once I have these steps completed, I will be able to file the paperwork with CCC.

Meanwhile we are going full force with construction efforts and filed for a roof replacement permit.

Regards,

Art Babayan

Founder / CEO

LC SQUARE

173 Howland Avenue

Adams, MA 01220

Email: Art@lcsquare.net

Phone: 617.712.8884

Web: www.lcsquare.net

Notice of Community Outreach Meeting

For Adult-Use Marijuana Product Manufacturing

Notice is hereby given that LC Square LLC will conduct a Community Outreach Meeting as required under the adult use marijuana regulations, 935 CMR 500.101 on January 13th 2021 at 6pm

Meeting will take place via Zoom Video Conference

Zoom ID:

833 6309 2939

Password: adams

URL: <https://us02web.zoom.us/j/83363092939?pwd=NWlvYXNGNTFCL3ZTZm1GSndyYXZ2dz09>

The proposed Marijuana Product Manufacturing Establishment plans to be located at [173 Howland Avenue Adams MA](#) .

There will be an opportunity for the public to ask questions or emailed to art@lcsquare.net

LC Square, LLC



Published on *Adams MA* (<https://www.town.adams.ma.us>)

[Home](#) > Community Outreach Meeting - Adult-Use Marijuana Product Manufacturing

Community Outreach Meeting - Adult-Use Marijuana Product Manufacturing

Via ZOOM

Event Date:

Wednesday, January 13, 2021 - 6:00pm

The proposed Marijuana Product Manufacturing Establishment plans to be located at 173 Howland Avenue, Adams, MA.

Zoom Link:

<https://us02web.zoom.us/j/83363092939?pwd=NWlvYXNGNTFCL3ZTZm1GSndyYXZ2dz09>

Zoom ID: 833 6309 2939

Password: adams

Attachment	Size
 01.13.21_community_outreach_meeting.pdf	33.24 KB

Source URL: <https://www.town.adams.ma.us/home/events/16901>

The screenshot shows the Facebook Business Page for AC3, LLC. The page layout includes a left-hand navigation menu with options like Home, News Feed, Manage Shop, and Insights. The main content area displays a post from January 11, 2021, titled "LC Square Community Outreach Meeting". The post text describes a community meeting for LC Square LLC, including details about the date, time, location, and Zoom link. Below the text is a PDF document titled "PP PDF.pdf" shared with Dropbox. The post's engagement metrics are shown as 15 people reached and 0 engagements. A red rectangular box highlights the post's content, including the text, PDF, and engagement statistics.

Post Content:

AC3, LLC
January 11 · 🌐 · 🌐

LC Square Community Outreach Meeting

LC Square LLC will conduct a Community Outreach Meeting as required under the adult use marijuana regulations, 935 CMR 500.101 on January 13th 2021 at 6pm

Meeting will take place via Zoom Video Conference
Go to <https://zoom.us/joinZoom> and enter the following ID: 833 6309 2939 and Password: adams

The proposed Marijuana Product Manufacturing Establishment plans to be located at 173 Howland Avenue Adams MA . There will be an opportunity for the public to ask questions. LC Square, LLC

View Meeting materials by clicking the link below
<https://www.dropbox.com/s/dny6lcm6ifg9kop/PP%20PDF.pdf?dl=0>

View Public Notice Below
<https://www.dropbox.com/.../Notice%20of%20Community...>

Prior to the meeting, questions regarding this project may be submitted to steve@ac3llc.org. These questions will be addressed during the meeting.

Engagement Metrics:

15	0	Boost Post
People Reached	Engagements	

Free Facebook Business Tools:

- Sell Your Products**: Put your products in front of millions of potential customers across...
- Add Appointment Bookings**: Display your services and availability so that people can book an...
- Host Paid Online Events**: Create online events that people can pay to access.
- Showcase Your Menu**: Make it easy for people to browse your menu and order on Facebook.

Insights: Yesterday : Jan 16 - Jan 16

People Reached	1	▼67%
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LC2 Plan to Positively Impact Areas of Disproportionate Impact

V3.0

Intent

LC Square, LLC. (“LC2”) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment, Social Justice Leader status and the use of suppliers, contractors and partners.

LC2 is approximately 700 feet from the border of North Adams. North Adams has been designated as an “Area of Disproportionate Impact” by the Commission. It is our plan to engage employees, suppliers, contractors and other partners from North Adams when possible.

LC2 will comply with the requirements of 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 LC2 will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that LC2 promotes and encourages full participation in LC2 operations by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities while supporting the company’s mission.

Plan for Positive Impact Populations:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically North Adams.
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Plans

Employment Plan-

GOAL: Positively impact areas of disproportionate impact by providing good-paying jobs with benefits, including paid time for local volunteerism, and to develop long-term career opportunities.

PROGRAMS FOR ACHEIVING GOALS:

LC2 will make a concerted effort to hire ~40% of our employees meet the criteria of the Plan for Positive Impact Populations described above.

Hiring Priority-

1. Priority will be given to:
 - a. Residents from areas of disproportionate impact, with an additional priority given to North Adams residents;
 - b. Commission-designated Social Equity Program participants;
 - c. Massachusetts residents who have past drug convictions; and
 - d. Massachusetts residents with parents or spouses who have drug convictions.
2. We will engage with Berkshire Works Career Center which as a Massachusetts One Stop Career Center that serves North Adams. LC2 will post all job posing through this organization and will engage in job fairs and other services that are offered. Our job postings will also be posted on Berkshirejobs.com which also serves and North Adams. We expect these job posting to begin in the spring of 2021
 - a. We will hold at least one job fair 2 months prior to our expected opening date (April 2021) through Berkshire Works Career Center. The location of this job fail will be convenient to North Adams residents and our hiring preference will be outlines in all advertising of the fair.
 - b. We expect to have another job fair in the Fall of 2021. We have engaged with a North Adams Retail Marijuana Establishment applicant (Evergreen Strategies, Inc.) and will partner with them in holding this job fair.
 - c. Subsequent job fairs will be held as needed.

MEASUREMENT AND ACCOUNTABILITY:

In March of 2021, and annually thereafter LC2, LLC. will produce a full report on all attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the Town of Adams and the City of North Adams. The data will also be used as an evolving tool for LC2 to determine the best hiring practices to reach our stated goals above. LC2 Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

Suppliers, Contractors and Partners Plan-

LC2 will engage and contract with individuals who meet the Plan for Positive Impact Population outlined previously in this plan

GOAL: To positively impact areas of disproportionate impact by partnering with individuals and businesses whose owners or majority of its employees meet the Plan for Positive Impact Population outlined previously in this plan

PROGRAMS FOR ACHIEVING GOALS:

To the extent possible and reasonable, LC2 plans to utilize suppliers, contractors and other partners who meet the criteria outlined above. We will give preference to these individuals and businesses when choosing our partners.

1. It is our goal that ~35% of our vendors, contractors and builders will be sourced locally from North Adams or whose owners and employees are individuals who qualify for the Commissions Social Equity Program.
2. LC2 will make reasonable efforts to identify and source Suppliers, Contractors and Wholesale Partners who meet the Positive Impact Population criteria.
 - a. Preference will be given to these individuals and businesses.
3. Priority for engaging and contracting with other Marijuana Establishments in wholesale relationships will be given to Marijuana Establishments that have attained Social Justice Leader rating from the Commission, Economic Empowerment priority applicants, or employ a majority of their employees that meet the Plan for Positive Impact Population outlined above.

This program will begin in the Fall of 2020.

MEASUREMENT AND ACCOUNTABILITY:

In March of 2021, and annually thereafter LC2, LLC. will produce an ongoing comprehensive ledger on all expenses, contracts and agreements that includes whether or not the expense is a qualifying one under this plans goals. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the Town of Adams and the City of North Adams. LC2 Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.



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

William Francis Galvin
Secretary of the
Commonwealth

January 4, 2021

TO WHOM IT MAY CONCERN:

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

LC SQUARE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 14, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ART BABAYAN, TIGRAN DAMIANI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ART BABAYAN, TIGRAN DAMIANI**



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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LC SQUARE, LLC
14 FOX HILL DR
NATICK MA 01760-1414

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

LIMITED LIABILITY CORPORATION
CERTIFICATE

January 16, 2021

The undersigned certifies that LC Square, LLC. (“Company”) is a Massachusetts Limited Liability Corporation, and further certifies the following:

1. The Company has not, and is not yet, producing goods, delivering services, and/or otherwise operating, pending approval of its licensing request to the CCC.
2. The Company has not hired, and is not yet hiring, any employees.
3. Art Babayan owns one hundred percent (100%) of the interest of the Company.
4. Art Babayan is the only Member of the Company.
5. The Company has not engaged in any active business operations, pending approval of the Company’s license request from the CCC.
6. The Company has not paid any person(s) as employees for services.
7. Art Babayan is not and has never been employees of the Company.
8. As the Company has no employees, it has not registered with the Department of Unemployment Assistance (the “Department”).
9. The Company shall register with the Department prior to, and upon hiring and employing, any employees of the Company.

WITNESS the signature of the undersigned as of the date first set forth above. A facsimile, portable document form (PDF) and/or otherwise electronic signature to this Certificate will be given the same force and effect as an original.

LC Square, LLC.

By:



LC Square, LLC. by its Owner, Art Babayan

Operating Agreement

LC Square LLC, a Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of LC Square LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Massachusetts limited liability company under the Massachusetts Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the commonwealth of Massachusetts. The Members hereby adopt and approve the articles of organization of the Company filed with the Massachusetts State Secretary.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Massachusetts Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Massachusetts Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Massachusetts Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Massachusetts Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Massachusetts Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Massachusetts Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Massachusetts Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Massachusetts Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice

setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Massachusetts Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Massachusetts Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

- (ii) Entry of a decree of judicial dissolution under Section 44 of the Massachusetts Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Massachusetts law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal,

administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire

agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Massachusetts Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Massachusetts Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

EXHIBIT A

MEMBERS

The Members of the Company, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the Terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2 and 10.1.

Members	Capital Contributions	Percentage Interest
Art Babayan	150,000.00	100%

The Members of the Company, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the Terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2 and 10.1.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.



Art Babayan

—01/16/2021

Date

Certificate of Organization

LC Square, LLC

The attached Certificate of Organization for LC Square, LLC. identifies two individuals who are no longer affiliated with LC Square, LLC.

Tigran Damiani and Vazgen Grigorian are no longer affiliated with LC Square and have been removed from company.

Art Babayan is the sole owner of the company.

Certificates of Organization issued by the Secretary of the Commonwealth cannot be amended to remove these individuals. A check of the Secretary of the Commonwealth's online database will show that Mr. Babayan is currently the only individual associated with LC Square, LLC.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001327445

1. The exact name of the limited liability company is: LC SQUARE LLC

2a. Location of its principal office:

No. and Street: 14 FOX HILL DR.
 City or Town: NATICK State: MA Zip: 01760 Country: USA

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

No. and Street: 14 FOX HILL DR.
 City or Town: NATICK State: MA Zip: 01760 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ART BABAYAN
 No. and Street: 14 FOX HILL DR.
 City or Town: NATICK State: MA Zip: 01760 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ART BABAYAN	14 FOX HILL DR. NATICK, MA 01760 USA
SOC SIGNATORY	TIGRAN DAMIANI	14 FOX HILL DR.

NATICK, MA 01760 USA

SOC SIGNATORY

VAZGEN GRIGORIAN

14 FOX HILL DR.
NATICK, MA 01760 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ART BABAYAN	14 FOX HILL DR. NATICK, MA 01760 USA
REAL PROPERTY	TIGRAN DAMIANI	14 FOX HILL DR. NATICK, MA 01760 USA
REAL PROPERTY	VAZGEN GRIGORIAN	14 FOX HILL DR. NATICK, MA 01760 USA

9. Additional matters:

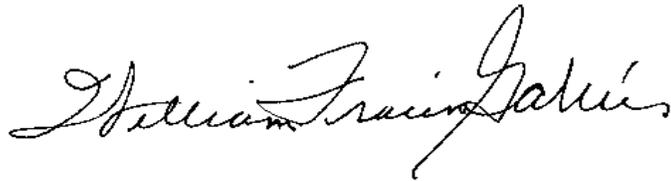
SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of May, 2018,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY

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

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:

May 14, 2018 06:57 AM

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



LC Square Business Plan

This document contains confidential and proprietary information belonging exclusively to LC Square, LLC. This document is issued exclusively for informational purposes and should not be reproduced or forwarded through e-mail or otherwise without the consent of LC Square, LLC.

Executive Summary

LC Square Introduction

LC Square was formed in 2018 to penetrate the cannabis cultivation market in Massachusetts.

The company owns , 38K sqft facility situated on 1.81-acre site in Adams, Massachusetts.

LC Square has obtained a Massachusetts Tier 3 Cultivation License (#MCN281717).

LC Square is the final stages of build out of a 20,000-square-foot facility to support its cultivation efforts.

LC Square will be also extending this cultivation capability with Product manufacturing and will utilize the remaining portion of the building for that purpose.



INDUSTRY

Own and operate a cannabis cultivation facility in the state of Massachusetts.



TECHNOLOGY

Utilize cutting-edge technology to create a cost-efficient cultivation site.



PRODUCTS

Produce and sell the highest quality dried cannabis to retailers, processors, and manufacturer cannabis products.

Project Vision



Grow the highest quality legal cannabis in the industry. Help to solve the nation's social justice issues and give back to the community to help our teachers educate.

Main Goals:

- A. To grow and manufacture the highest quality recreational cannabis products.
- B. To be fully compliant with all state and local municipalities and be prepared for national expansion as federal laws evolve to the benefit of the cannabis industry.
- C. To establish an innovative cannabis-growing and manufacturing brand that supports both retail dispensaries and manufacturers in Massachusetts.

✓ **01**

Purchase Land

Fully owned property with 1.81-acre parcel of land in the town of Adams, MA. LC Square owns the property free and clear.

✓ **02**

Obtain Cultivation License

The Massachusetts Commonwealth Cannabis Commission has granted the license to LC Square, LLC to cultivate in the state of MA.

03

Build the Facility and apply for Product Manufacturing license.

We will break ground for our new 33,000-square-foot facility shortly after this funding raise is complete.

04

Begin cultivation and Product manufacturing. Focus on quality products and build the brand.

Commence operation which is in full compliance with state and town regulations. Produce high quality products and build strong brand.



Products

Services

Cannabis Cultivation

LC Square will have the ability to vegetate up to 12,000 plants and flowers concurrently, including our own strains to support branding efforts.

Wholesale Cannabis

The company will dry and process all cannabis flowers into labeled/inventoried vacuum-sealed bags before delivery.

Product Manufacturing

We intend to secure a manufacturers license in 2021 and begin manufacturing of high-quality products.

Target Customers

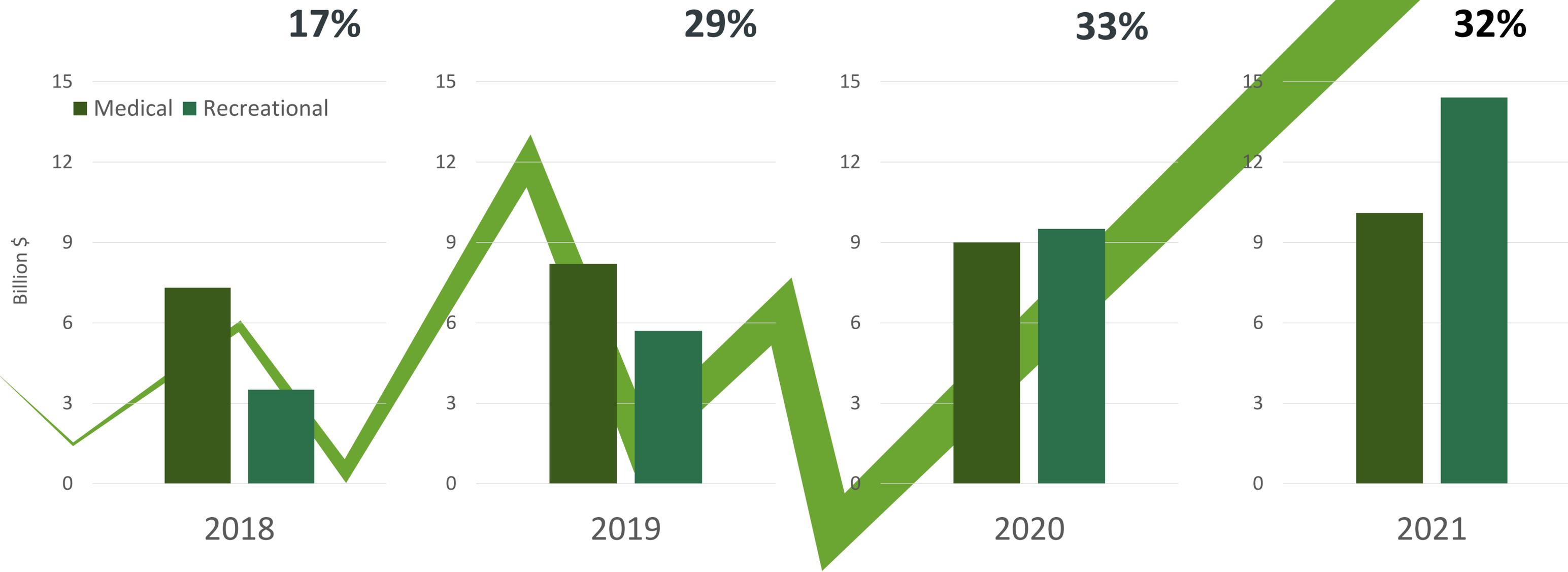
The company will distribute products through wholesale transactions to qualified, licensed cannabis establishments.

- Licensed dispensaries/retail stores
- Licensed concentrates processors
- Licensed edible manufacturers



Market Analysis

Market Growth



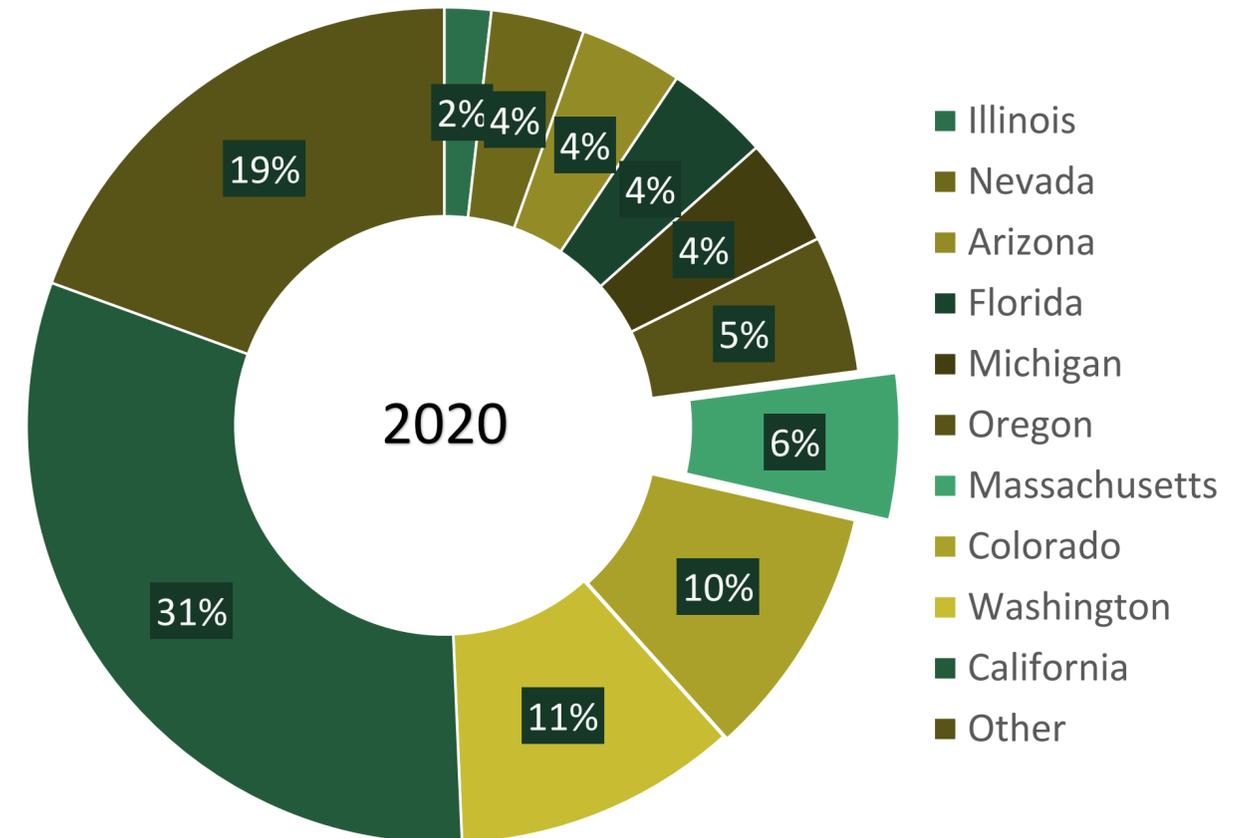
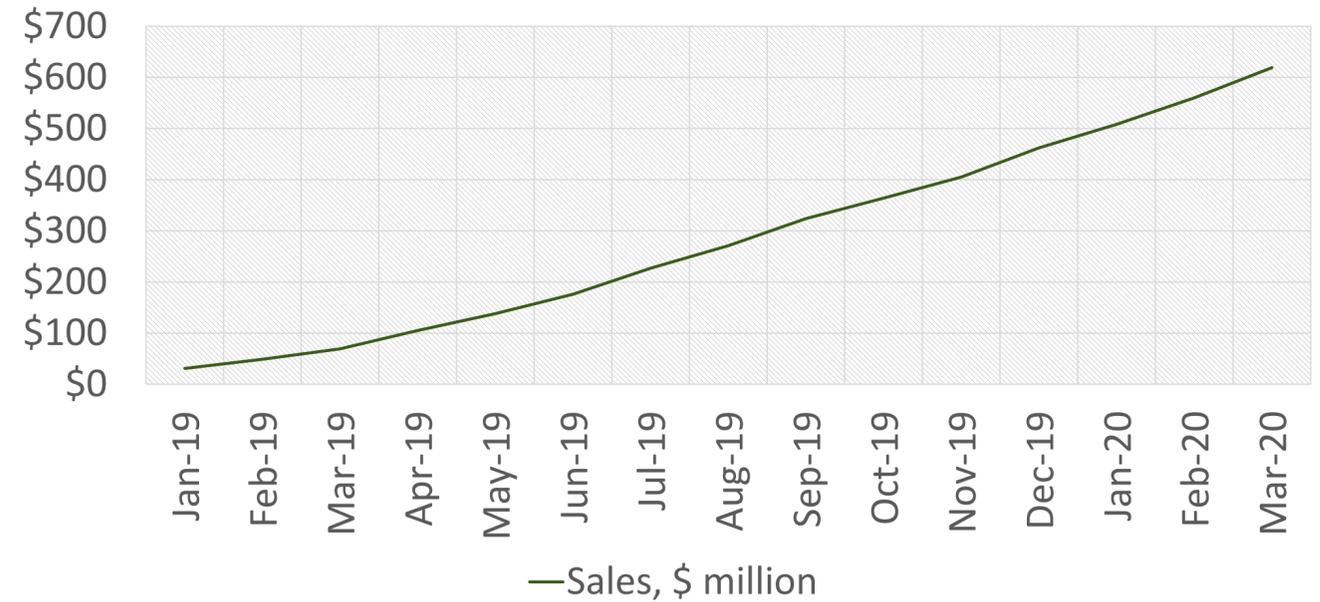
The North American legal cannabis market amounted to almost \$14 billion in 2019, growing by almost 30% on the year. The United States was the largest market at \$12.2 billion, followed by Canada at \$1.7 billion. A report from cannabis industry analysts Arcview Market Research, in partnership with BDS Analytics, predicts that the overall cannabis market for legal adult-use and medical sales in North America will reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) at over 20%. By 2027, the market is predicted to reach \$46.5 billion.

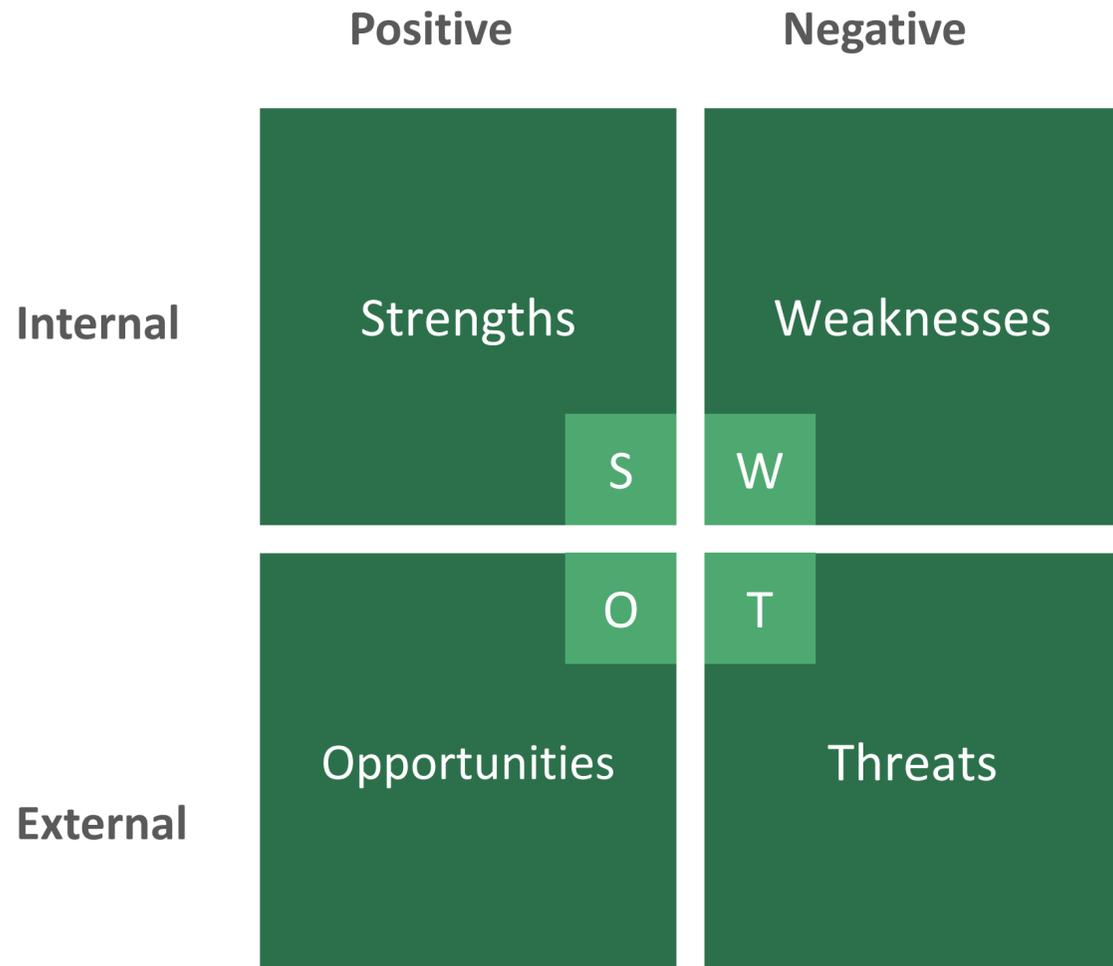
Massachusetts Cannabis Market

It is expected that over 700,000 Massachusetts residents are potentially interested in using recreational cannabis.

- ✓ In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. The first retail cannabis business was opened in Massachusetts in November 2018.
- ✓ Cannabis stores sold about \$9.3 million worth of cannabis products during the first month. By October 2019, total legal cannabis sales exceeded \$370 million, according to figures released by the Cannabis Control Commission.
- ✓ It is expected that over 700,000 MA residents are potentially interested in using recreational cannabis. The adult-use cannabis market in Massachusetts is projected to become a \$1 billion industry by 2021*.

*Source: Arcview Report





STRENGTHS

Massachusetts Tier 3 Cultivation License in hand
Fully owned property with 1.81-acre lot in Adams, MA
Our technology will allow for significantly decreased electricity bills and increased profit while maintaining competitive prices

WEAKNESSES

Enhanced risk of banking / financial / IRS scrutiny
Marketing and promotional obstacles
Product liability / legal issues

OPPORTUNITIES

High-growth industry
Potential to obtain manufacturers and retailer licenses
Growing interest and demand for natural, alternative medicine
New generation of cannabis users turning 21

THREATS

Wholesale price fluctuations
Enforcement of federal law
Indicators of a slowed global economy

Influx of Supply

MA is granting more licenses and therefore, additional supply will cause wholesale prices to drop.

Public Companies' Performance

Several public companies are not doing as well as investors had hoped, and others have simply performed poorly.

Federal Legalization

Will the November election be a catalyst for change? If so, how and when will it effect the MA cannabis industry?

Our Position

LC Square believes this to be this most significant risk. An influx of supply will undoubtedly reduce profits. However, as a result of our technology and growing methods, we will have a significant competitive advantage. Our COGS is in the order of 3x lower so we will not only survive a flooded market, but thrive as well. Consolidation will take place and LC Square will be in great position to take advantage.

We do not believe that other markets are a great reflection of the Massachusetts market, and furthermore, do not believe that the weaknesses of the MSOs will be felt by LC Square. We are narrowly focused on the Massachusetts market and will build our facility from the ground up which will allow us to remain very profitable.

We speculate that the federal legalization will not present a significant threat for several years. During this time period, LC Square would be returning significant dividends to its shareholders and working to increase brand awareness. If federal legalization does take place, it will be the Massachusetts growers with a high-quality product and a strong brand that continue thriving.

Marketing Strategy and Implementation

TECHNOLOGY



Our high-tech greenhouses yield tremendous energy conservation that significantly reduces COGS. The result will be quality cannabis produced at a lower cost than our competitors.

PROMOTION



Our team includes noted world-class software personnel. We will use this capacity to build an online experience that will be second to none. We will also invest in packaging, brochures, and Local SEO services.

SOCIAL JUSTICE



Cannabis and the war on drugs has contributed to the social issues our nation faces. LC Square will use its resources to give back and make a difference. Secondary to the social good that we will do, the company will enjoy a positive image.

PEOPLE

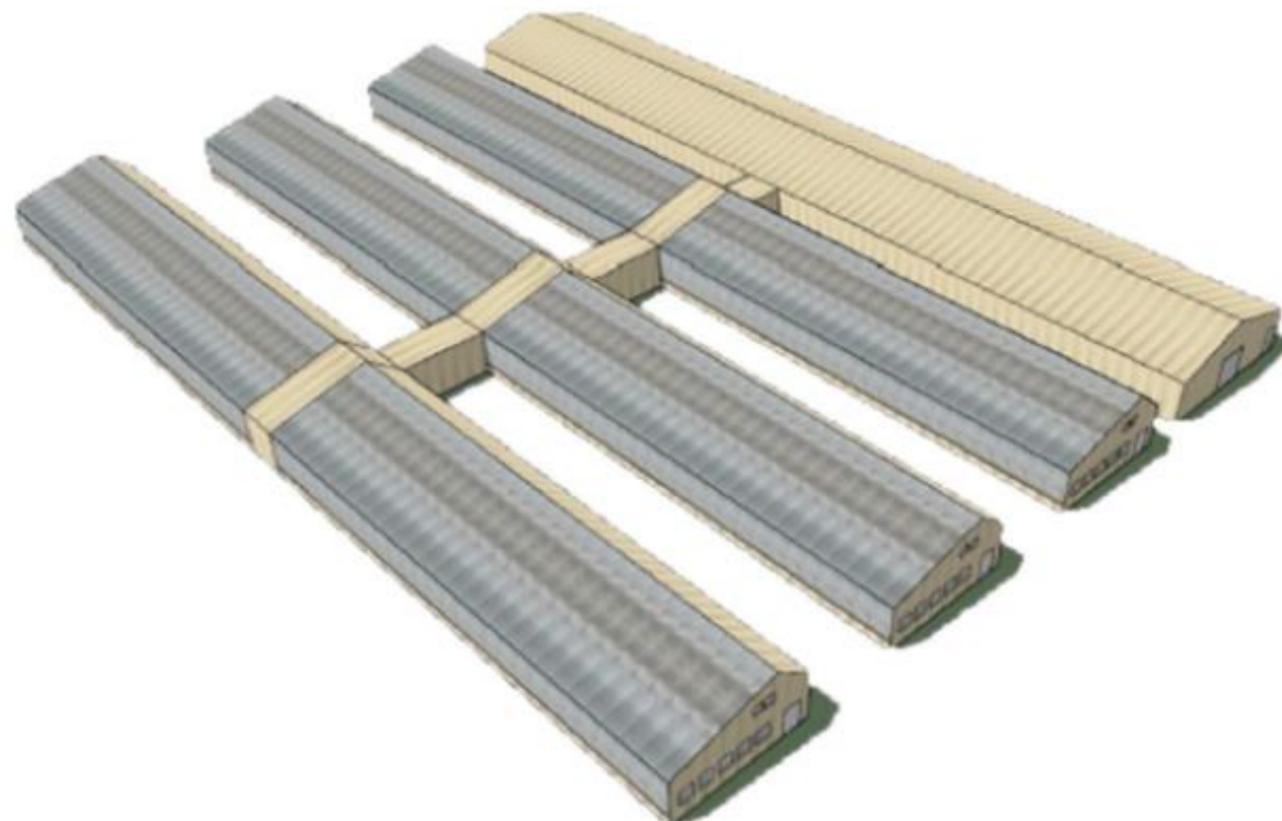
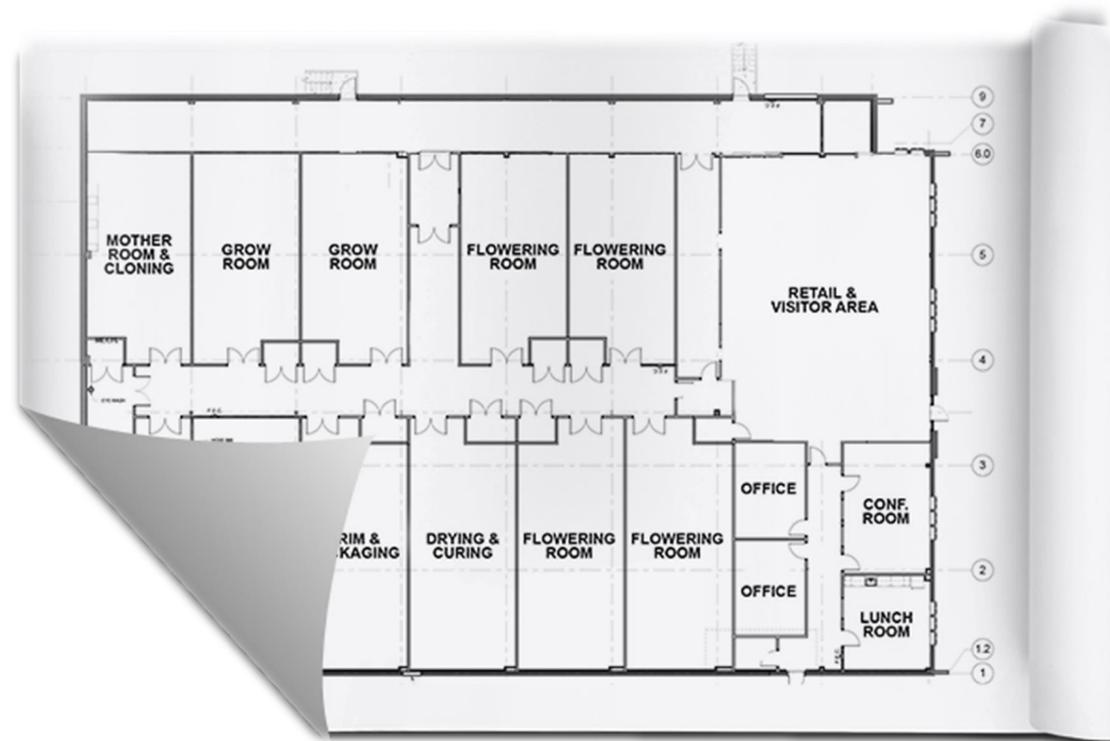


Our Director of Business Development has already made in-roads to VIPs in the industry and will continue to meet with licensed dispensaries and manufacturers throughout the state.

Production and Sales Forecast

Growing Facilities

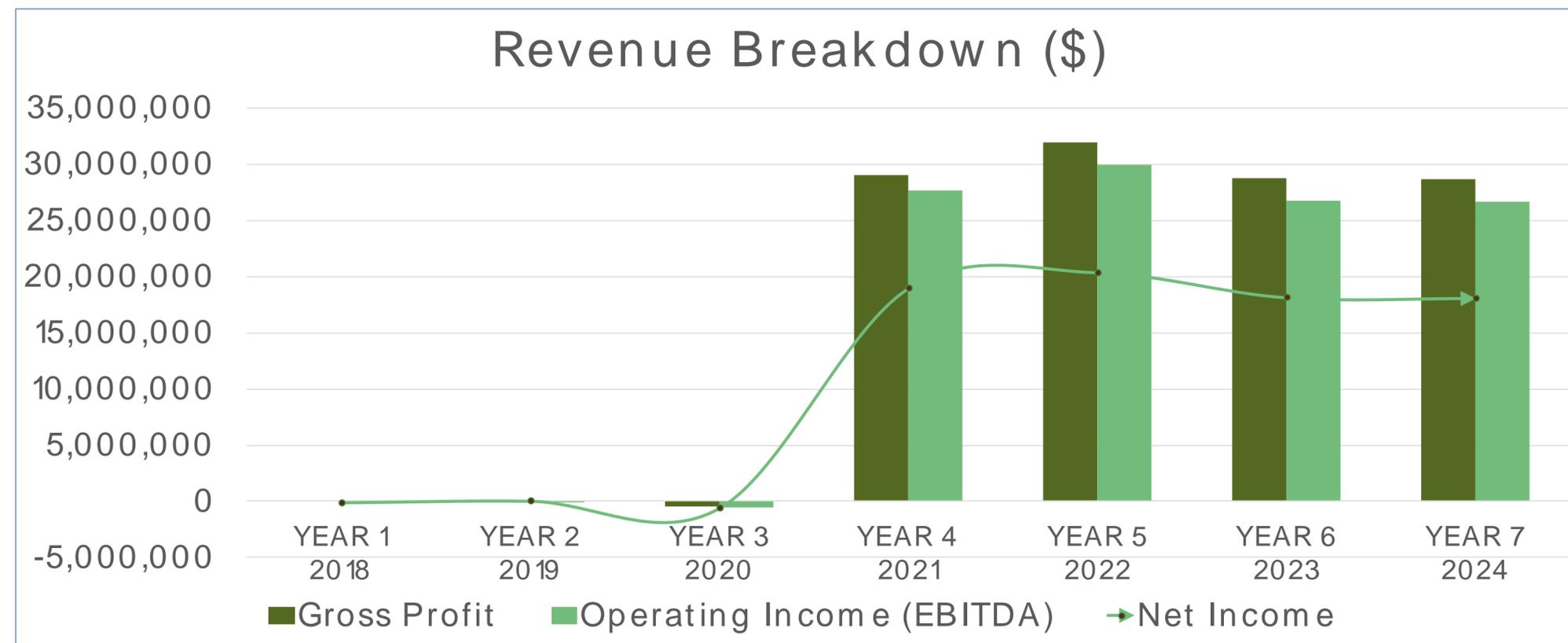
The cultivation premises will be located in Adams, MA and will have 20,000 square feet of “canopy” and 24,480 greenhouse space. An 8,800-square-foot headhouse will be built to support the growing space. The facility will produce 11,500 pounds of flower per year.



- ❖ Mother Room & Cloning
- ❖ Vegetative Growth Rooms
- ❖ Flowering Rooms
- ❖ Drying & Trim Rooms
- ❖ Curing Rooms
- ❖ Packaging Rooms



Given that the growing stage will start in December 2020, sales are projected to begin in March of 2021. There are natural minor fluctuations in revenues due to the month in which cannabis plants are scheduled to harvest. These numbers are based on 24,480 square feet of greenhouse. They do not take into consideration the longer-term vision of expanding to additional facilities or revenue expected from a manufacturing and/or retail operations.



Company Structure



Art Babayan
CEO

Art is LC Square's Founder/CEO. He brings his pragmatic, delivery-focused approach. Relationships are the foundation of success and Art was able to build a strong partnership-like synergy with the Town of Adams, Law Enforcement, and the citizens of Adams. Art possesses in-depth compliance and regulations related knowledge and well versed with CCC rules.

Originally starting as a software engineer at Microsoft, he grew in his career and also obtained management experience leading technology teams of 100+ people globally. He built an entire technology function along with proprietary software.

Mr. Babayan was part of several successful exits and brings vast experience with building teams and achieving goals. He is a results-oriented, inspirational leader who drives change by example.

the team



Art Babayan , CEO

with over 20 years of experience in managing large organizations across multiple geographical locations Art has a proven track record of successfully establishing and implementing business plans in the technology sector



Head Cultivator, Name Redacted
responsible for all growing/trimming and overall crop quality and quantity



Facility Manager, Name Redacted
responsible for all facility alarm and monitoring systems and helps to ensure consistency and compliance with rules and regulation for facility management



Marketing Director, Rich Damiani
evaluating and developing our marketing strategy, marketing plan, and visual brand language



Trimmers/Packagers
trimming, packaging, and processing of cannabis product



Assistant Cultivator
assistant to head cultivator to support in crop collection, daily maintenance and storage of final products



IT Lead
manages site and e-commerce of business in addition to day-to-day technology maintenance

Financial Plan

Projected Profit and Loss, \$

	Year 4 2021	Year 5 2022	Year 6 2023	Year 7 2024
Revenue	37,359,278	40,472,551	37,199,623	37,119,796
COGS - Cost of Goods Sold	8,349,182	8,530,415	8,432,227	8,429,832
Gross Profit	29,010,096	31,942,136	28,767,396	28,689,963
% of revenue	78%	79%	77%	77%
SG&A Expenses				
G&A Expenses - Initial & General Costs	37,470	398,501	398,501	398,501
G&A Expenses - Cultivation	433,104	455,225	438,860	438,461
SG&A Expenses - Marketing & Sales Expenses	53,366	206,173	206,173	206,173
Senior Management Salaries & Benefits	483,441	605,352	605,352	605,352
IT Salaries & Benefits	0	0	0	0
Other Salaries & Benefits	247,873	319,186	319,186	319,186
SG&A Expenses - Misc.	25,925	27,148	26,330	26,310
Total SG&A Expenses	1,281,179	2,011,585	1,994,402	1,993,983
Operating Income (EBITDA)	27,728,917	29,930,551	26,772,994	26,695,980
% of revenue	74%	74%	72%	72%
Depreciation and Amortization	292,306	292,578	292,578	292,578
Earnings Before Interest & Taxes (EBIT)	27,436,612	29,637,974	26,480,416	26,403,403
Interest Expense	0	0	0	0
Earnings Before Taxes (EBT)	27,436,612	29,637,974	26,480,416	26,403,403
Income Tax	8,459,992	9,263,934	8,342,545	8,320,089
Net Income	18,976,620	20,374,040	18,137,871	18,083,313
% of revenue	51%	50%	49%	49%

Projected Cash Flow

	Year 4 2021	Year 5 2022	Year 6 2023	Year 7 2024
Net Income	18,976,620	20,374,040	18,137,871	18,083,313
Cash Flow from Operations				
Depreciation	292,306	292,578	292,578	292,578
Change in Receivables	0	0	0	0
Change in Inventory	-108,612	0	0	0
Change in Accounts Payable	81,145	1,231	0	0
Total Cash Flow from Operations	19,241,458	20,667,849	18,430,449	18,375,891
Cash Flow from Investing				
Capital Expenditures (CAPX)	-4,080	0	0	0
Other	0	0	0	0
Total Cash Flow from Investing	-4,080	0	0	0
Cash Flow from Financing				
Revolver Issuance / (Repayment)	0	0	0	0
Long-Term Debt Issuance / (Repayment)	0	0	0	0
Paid in Capital	0	0	0	0
Drawings (profit share)	-16,156,176	-20,805,480	-17,815,003	-17,772,993
Total Cash Flow from Financing	-16,156,176	-20,805,480	-17,815,003	-17,772,993
Total Change in Cash	3,081,203	-137,631	615,446	602,898
Beginning Period Cash	259,532	3,340,734	3,203,104	3,818,550
Ending Period Cash	3,340,734	3,203,104	3,818,550	4,421,448

Ratio Analysis

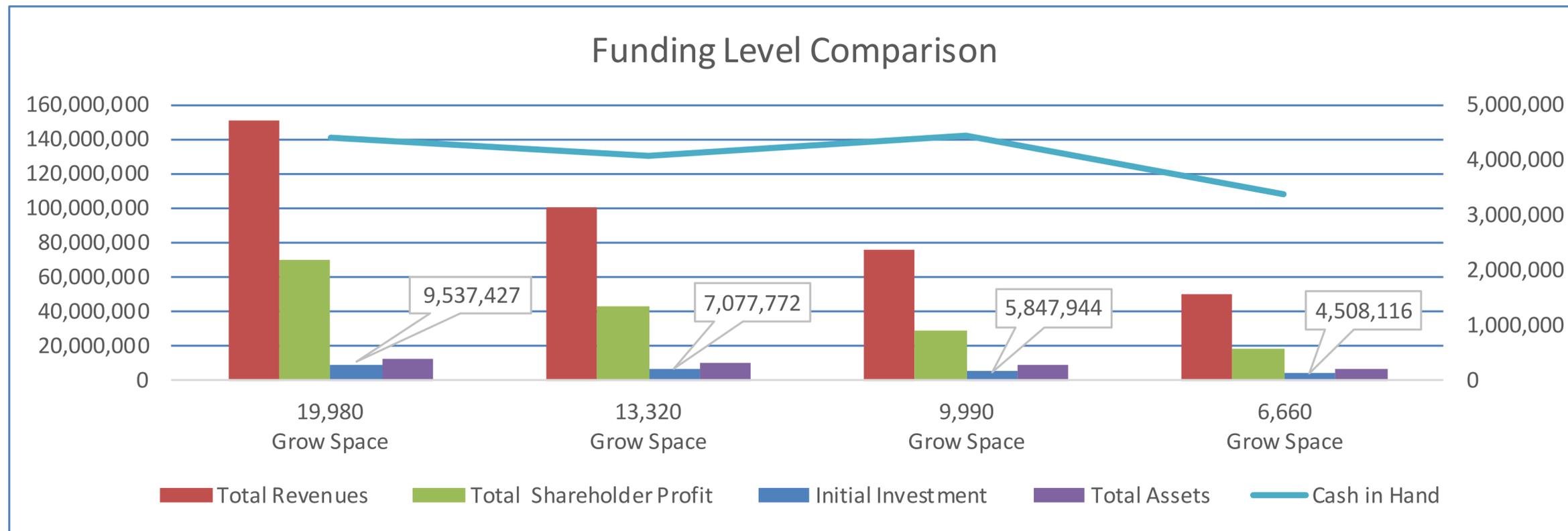


Ratio	Year 4 2021	Year 5 2022	Year 6 2023	Year 7 2024	Avg 2021-2023	Avg 2022-2024
Return on Equity	174.5%	168.8%	151.0%	146.7%	160.3%	155.5%
Return on Assets	170.0%	164.4%	147.0%	142.9%	156.1%	151.4%
Return on Sales	50.8%	50.3%	48.8%	48.7%	49.7%	49.3%
Asset turnover	3.35	3.26	3.01	2.93	3.14	3.07
Profitability						
Gross margin	77.7%	78.9%	77.3%	77.3%	77.8%	77.8%
SG&A as % of Sales	3.4%	5.0%	5.4%	5.4%	4.8%	5.2%
Operating Margin	73.4%	73.2%	71.2%	71.1%	72.2%	71.8%
Liquidity Analysis						
Solvency Ratio	58.68	62.70	55.91	55.75	58.26	58.12
Current Ratio	11.60	11.14	13.01	14.83	12.64	12.99
Quick Ratio	10.17	9.72	11.58	13.41	11.22	11.57
CFO-to-Current Liabilities	66.85	62.82	55.91	55.75	60.33	58.16
DuPont Analyses						
Net Profit Margin	50.8%	50.3%	48.8%	48.7%	49.7%	49.3%
Asset Turnover	2.96	3.32	2.98	2.90	303.9%	306.5%
Equity Multiplier	1.03	1.03	1.03	1.03	102.7%	102.7%
DuPont Return on Equity	154.5%	171.9%	149.0%	144.8%	155.1%	155.2%

Funding Analyses

- The goal is to return profit to shareholders as soon as possible.
- The level of investment will drive the grow space, which drives revenues, EBITDA, and ultimately, shareholder returns.
- The cash flow kept in hand is higher as the investment goes lower for the possibility of funding more grow space.

	19,980 Grow Space	13,320 Grow Space	9,990 Grow Space	6,660 Grow Space
Initial Investment	9,537,427	7,077,772	5,847,944	4,508,116
Total Revenues	152,151,248	101,434,165	76,075,624	50,717,083
Total Shareholder Profit	70,739,548	43,837,400	29,870,219	18,940,328
Cash in Hand	4,421,448	4,106,427	4,460,857	3,393,196
Total Assets	12,814,094	10,434,297	9,755,455	7,567,337



Thank You

LC2 Plan for Obtaining Liability Insurance

(This document is a summary of the LC2 Plan to obtain Liability Insurance.)

Purpose

The purpose of this plan is to outline how LC Square, LLC. ("LC2") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

LC2 has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry and serve operators in several states with legal programs. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan

1. Once LC2 receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experience in the legal marijuana industry.
 - a. LC2 will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy shall be no higher than \$5,000 per occurrence.
2. In the event that LC2 cannot obtain the required insurance coverage, LC2 will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. LC2 will replenish this account within ten business days of any expenditure.
3. LC2 will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.



LC2 Policy for Restricting Access to Age 21 and Older

Intent

LC Square, LLC. (“LC2”) operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

Responsibilities

The LC2 Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of LC2 are over the age of 21.

Access to the Facility

The LC2 facility located at 173 Howland Avenue in Adams allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by LC2 for the transportation of Marijuana:

1. LC2 Agents (including board members, directors, employees, executives, managers, or volunteers)
 - a. Must have a valid Agent Registration Card issued by the Commission
 - b. All LC2 Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times
3. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.



LC Square Policy for Quality Control and Testing of Marijuana and Marijuana Products

Intent

To provide clear and concise instructions for LC Square, LLC. ("LC2") employees on Quality Control and Testing that are compliant with the Regulations

LC2 is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

LC2 is committed to cultivating healthy, high quality, contaminate free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. LC2 will utilize Best Management Practices ("BMP") for the prevention and treatment of possible contaminants using the safest and least invasive means.

LC2 will also implement an industry standard, robust Integrated Pest Management ("IPM") program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the LC2 Cultivation Facility. LC2 uses best industry practices when it comes to quality control and product testing.

General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All Products that LC2 will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy.

LC2 will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

LC2 will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

LC2 will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. LC2 will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. LC2 understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Quality Control- Sanitation Standard Operating Procedure (SSOP)

Facility

The LC2 Cultivation facility (“the facility”) will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
5. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
6. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
7. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
 - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
 - b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
 - c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
 - d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
8. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
9. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
 - a. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
10. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
 - a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
 - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
11. The facility water supply comes from the Town of Adams municipal water supply and is sufficient for necessary operations.

12. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
 - b. There will be no cross-connections between the potable and waste water lines;
13. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
14. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and rodent proof;
 - a. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use
 - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
 - c. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware
2. Employee and visitor gowning
 - a. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility
 - b. Visitors are required to secure personal belongings and done jump suits and disposable boot covers
3. Training
 - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring
 - a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste
 - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area.
 - i. This container must impervious and covered
 - b. At the end of every day the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room
 - c. All plant waste will be stored in the waste room in sealed containers until disposal
6. Handling and storage of non-marijuana waste.
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste

- b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
 3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.
 - g. Manual Warewashing Procedure

- i. Rinse, scrape, or soak all items before washing.
- ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form
- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.
 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure
 - i. Disassemble removable parts from equipment

- ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 - 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 - 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 - 3. Chlorine –50-99ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These 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.
 - i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
 - v. Allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Adams Board of Health.
 - b. LC2 will voluntarily comply with any and all isolation and/or quarantine orders issued by the Adams Board of Health or the Department of Public Health.
 - c. LC2 Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition

- i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. All LC2 Agents shall conform to sanitary practices while on duty, including
 - a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
 - a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.

- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The LC2 facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

LC2 will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that LC2 will manufacture. Once operational LC2 will:

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)

8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

Training

LC2 will provide training and training opportunities to all of its employees. In addition to required training, LC2 will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. SERV Safe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

Quality Control Samples

As a Cultivator and Product Manufacturer, LC2 will provide a Quality Control Sample of Marijuana and/or a Marijuana Product to our employees for the purpose of ensuring product quality and determining whether to make the product available to sell. This provision shall not be considered a prohibited practice under 935 CMR 500.105(4)(b)20.

1. Quality Control Samples provided to employees:
 - a. May not be consumed on the licensed Premises;
 - b. May not be sold to another licensee or Consumer; and
 - c. Shall be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products

10. Quality Control Sample limits
 - a. For products produced under our Product Manufacturing License, LC2 will provide the following aggregate amounts of Quality Control Samples to employees in a calendar month period;
 - i. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
 - ii. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
 - iii. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.
 - b. For products produced under our Cultivation License, LC2 will provide the following aggregate amount of Quality Control Samples to all employees in a calendar month period:
 - i. Four grams per strain of Marijuana flower and no more than seven strains of Marijuana flower.
11. All Quality Control Samples provided under 935 CMR 500.130(8): Vendor Samples shall be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."
12. Quality Control Samples provided under this policy shall have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:
 - a. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
 - b. The name and registration number of the Marijuana Product Manufacturer;
 - c. The quantity, net weight, and type of Marijuana flower contained within the package; and
 - d. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.
13. Upon providing a Quality Control Sample to an Employee, LC2 will record:
 - a. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
 - b. The date and time the Quality Control Sample was provided to the Employee;
 - c. The agent registration number of the employee receiving the Quality Control Sample; and
 - d. The name of the Employee as it appears on their agent registration card.

Testing of Marijuana and Marijuana Products

LC2 sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *"Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *“Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries”* published by the DPH.

LC2 will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that LC2 contracts with will be Licensed by the Commission prior to LC2 contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the LC2 policies and procedures and 935 CMR 500.105(13) if applicable.
2. LC2 will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess LC2 marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the LC2 Facility for disposal or by the Independent Testing Laboratory disposing of it directly

LC2 will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - e. Bacteria
 - f. Fungi
 - g. Mycotoxins.

LC2 will maintain the results of all testing for no less than one year.

LC2 will arrange for testing to be conducted in accordance with the frequency required by the Department.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Department will be notified within 72 hours of these results. LC2 will submit to the Department upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

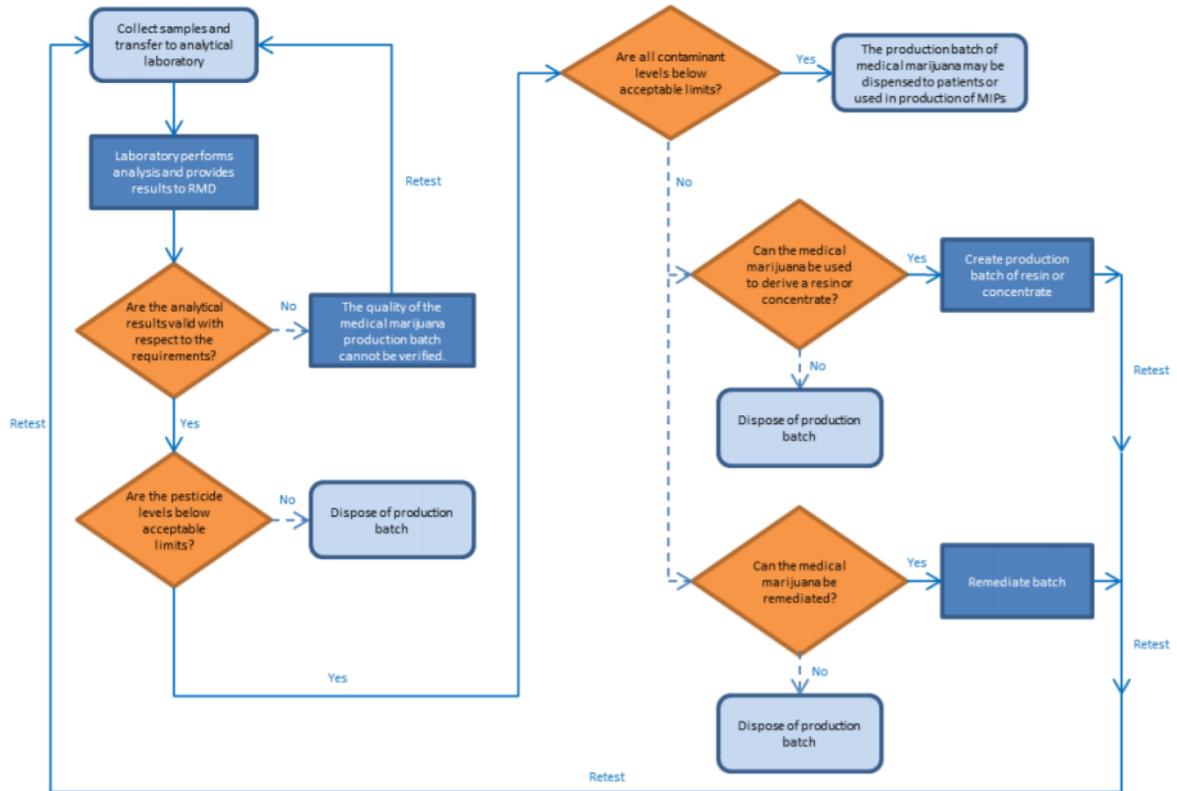
If a laboratory test result indicates that a LC2 marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) LC2 will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the LC2 Cultivation Manager or CEO will:
 - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
 - b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a LC2 marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all LC2 agents.
6. If LC2 receives a notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants we will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product. LC2 may:
 - a. Reanalysis by a Second ITL. LC2 may chooses to reanalyze the sample, 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, a 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 shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without

first being remediated. Otherwise, the Marijuana Establishment shall dispose of any such product

- b. Remediation. LC2 may chooses to remediate, a new test sample shall 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 may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. The Marijuana Establishment shall dispose of any such product.
- c. If the Licensee chooses to dispose of the Marijuana or Marijuana Products, it shall do so in compliance with 935 CMR 500.105(12): Waste Disposal.

Actions in Response to Laboratory Analytical Results





LC Square Qualifications and Training Policy and Procedure

Intent

To provide clear and concise instructions for LC Square, LLC. (“LC2”) employees regarding the qualifications for employment and agent training that are compliant with the Regulations

LC2 is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Qualifications for a LC2 Marijuana Establishment Agent

The minimum requirements to become a LC2 Marijuana Establishment Agent (“LC2 Agent”) are outlined below. All LC2 board members, directors, employees, executives, managers or volunteers will apply to the Commission as a LC2 Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All LC2 Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800: Suitability Standard for Licensure and Registration and 935 CMR 500.801: Suitability Standard for Licensure or 935 CMR 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent.LC2 will develop a job description for all positions with the company. While all LC2 Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

Mandatory Training of LC2 Agents

Pursuant to 935 CMR 500.105(2)(a) LC2 will ensure all LC2 Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not limited to;
 - a. Marijuana Regulations;
 - b. Security and Safety;
 - c. Emergency Procedures/Disaster Plan;
 - d. Diversion of Marijuana;
 - e. Terminatable Offences;
 - f. Confidential Information;
 - g. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Code of Conduct;
 - ii. Code of Ethics;
 - iii. Whistleblower Policy
 - iv. Persons with Disabilities Policy
 - v. Alcohol, smoke and drug-free workplace;
 - vi. Equal Employment Policy;
 - vii. Anti-Harassment and Sexual Harassment Policy;
 - viii. Americans with Disability Act;
 - ix. Employee Assistance Policy; and
 - x. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training (“OJT”).
3. All LC2 Agents will receive a minimum of 8 hours of training annually.
4. LC2 will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retrained by LC2 for at least one year after agents’ termination.
5. A minimum of four hours of training shall be from Responsible Vendor Training Program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
 - a. LC2 will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
6. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission.

Additional Training

LC2 will provide ongoing training and training opportunities to its employees. In addition to required training, LC2 will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s products.



LC Square Personnel Policies

Intent

LC Square, LLC. (“LC2”) is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“the Commission”) or any other regulatory agency.

To provide clear and concise instructions for LC2 employees regarding Personnel Policies that are compliant with the Regulations.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant will all regulations and laws.

Personnel Records

LC2 will Maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each LC2 agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with LC2 and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment agreement that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
 - h. Emergency contact information
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to LC2 Management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only LC2 Management agents who require access. These records will be made available for inspection by the Commission upon request.

LC2 Agents

All LC2 board members, directors, employees, executives, managers or volunteers will register with the Commission as a LC2 Marijuana Establishment Agent (“LC2 Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All LC2 Agents shall;

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

LC2 will submit to the Commission an application for every LC2 Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or

registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

The LC2 COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the LC2 seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

LC2 will notify the Commission no more than one business day after a LC2 agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, LC2 will renew each LC2 Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a LC2 Agent registration card, LC2 will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All LC2 Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

LC2 will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

Application Process- During the application process LC2 will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

- a. The individual's full legal name and any aliases;
 - b. The individual's address;
 - c. The individual's date of birth;
 - d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to information detailing involvement in any criminal or civil or administrative matters:
- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
 - f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and

g. Any other information required by the Commission.

LC2 will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process LC2 will submit Marijuana Establishment Agent applications for all required individuals. LC2 will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

Whistle-Blower Policy

Massachusetts General Laws c. 149, § 185 protects employees from retaliation for engaging in what is commonly known as "whistleblowing" activities.

The scope of the law is very broad. It protects state employees who report or threaten to report illegalities, regulatory violations, health and safety violations, and environmental hazards committed by the employer or by another employer with whom the employer has a business relationship. The law also protects employees who refuse to participate in such activities and provides protections for employees who testify or report crimes.

As a general matter, employees are protected against retaliatory action so long as the employee has brought the matter to the attention of a supervisor by written notice and has afforded the employer a reasonable opportunity to correct the activity, policy, or practice.

Written notice may not be required to be filed when an emergency exists, when the employee reasonably believes the Company has knowledge, or when the employee fears physical harm as a result of disclosure.

The following notice will be posted on the appropriate website and brought to the attention of all employees.

1. **NOTICE TO EMPLOYEES:** Protection Against Retaliation

Massachusetts General Laws, Chapter 149, Section 185 offers protections against retaliation to an employee of the Commonwealth who:

- Discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer, or of another employer with whom the employee's employer has a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation promulgated pursuant to law, or which the employee reasonably believes poses a risk to public health, safety or the environment;

- Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law, or activity, policy or practice which the employee reasonably believes poses a risk to public health, safety or the environment by the employer, or by another employer with whom the employee's employer has a business relationship; or
- Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of a law, or a rule or regulation promulgated pursuant to law, or which the employee reasonably believes poses a risk to public health, safety or the environment.

Although some specific statutory exceptions exist, these protections against retaliatory action... "shall not apply to an employee who makes disclosures... unless the employee has brought the activity... to the attention of a supervisor of the employee by written notice and has afforded the employer a reasonable opportunity to correct the activity, policy, or practice".

2. How to File a Complaint of Retaliation

Employees with complaints should file their notices with the Human Resources Director or the Legal Counsel (to be known as the "Investigator").

All complaints of retaliation shall be made in writing and include a clear, detailed, and factual description of the retaliation action, employee(s) involved, and specific date(s) or timeline(s) of the retaliatory action. When relevant, the notices should include a discussion of oral reporting of the issue to managers or supervisors and/or internal communication regarding the issue.

All complaints of retaliation shall be made within two (2) years of the incident that the complainant believes to be retaliation. A complaint is considered filed based on the date it is postmarked, hand delivered, faxed, or emailed to the Investigator.

3. Processing a Complaint of Retaliation

a. Initial response to a Complaint

The Investigator shall confirm receipt of the complaint in writing to the complainant. The Investigator shall review the details of the complaint to determine if an investigation should occur.

An investigation shall occur if the complaint:

- a. Is filed within twelve (12) months of the retaliatory incident.
- b. At least one negative personnel action occurred after the date of the retaliatory incident and in connection with the person(s) named in the complaint.

If a complaint does not meet the conditions under which an investigation shall occur, the Investigator shall notify the complainant in writing within fifteen (15) calendar days of the decision not to pursue an investigation.

b. Initiating an Investigation

The Investigator shall notify the employee(s) accused of retaliation in writing that an investigation shall commence. The accused employee(s) shall receive a copy of the complaint. The Investigator shall interview the accused employee(s) and provide an opportunity for the accused employee(s) to respond to the complaint in writing. Responses shall be made in writing to the Investigator within 30 calendar days of the accused employee(s)'s receipt of the notification of an investigation or the date of the interview, as indicated by the Investigator.

The Investigator may request that the complainant and/or accused employee(s) submit supplementary information for the investigation, including the names of witnesses. Within six (6) months of the date that the Investigator notified the complainant that an investigation shall commence, the Investigator shall prepare a written report of the investigation findings, including the original complaint of retaliation, a list of individuals interviewed, and any other documentation collected during the investigation.

The Investigator shall render a decision on the complaint within one (1) month of the close of the investigation. The complainant and accused employee(s) shall receive notification of the decision in writing. The complainant has no right to appeal a final decision. The decision and written report shall remain on file in the Investigator's Office for a period of two (2) years.

4. Reporting Improper Activity

a. Filing a Report of Improper Activity

Employees with complaints should file their written notice of improper activities with their immediate supervisor or other appropriate administrator within their unit. When there is the potential for a conflict of interest, notices may be filed with the Human Resources Director. When the issue involves the Human Resources Director or their office, notices should be made to the Legal Counsel.

b. Responsibilities of Supervisors and Administrators

Supervisors and Management who receive notice of significant improper activities -- as defined as those which constitute a violation of the law or regulation, or which the employee reasonably believes poses a risk to public health, safety or the environment,--shall immediately report such allegations in writing to the Human Resources Director, with a copy to the Legal Counsel.

Significant improper activities include, but are not limited to:

- Allegations that reflect a problem with an internal policy that is likely to exist at other units within the Company.
- Allegations of directions to act or to fail to act that are likely to violate Cannabis Control Commission regulations or Company Standard Operating Procedures if carried out.
- Allegations that involve the misuse of Company resources.
- Allegations that have the potential to create significant liability for the University.

- Allegations that are criminal in nature.
- Allegations that have the potential to pose a threat to the health and safety of members of the Company and/or the public.
- Allegations that are judged by the supervisor or manager to be sensitive for another reason.

c. Description of Notices

All notices shall be made in writing and include a clear, detailed, and factual description of the issue and employee(s) involved.

When relevant, the notices should include a discussion of oral reporting of the issue to managers or supervisors and/or internal communication regarding the issue.

Notices may be submitted anonymously. Notices submitted anonymously must provide sufficient evidence to justify an investigation.

d. Investigation Process

Upon receipt of a notice, the Investigator shall promptly review the documentation provided and investigate the allegations, with other team members if required, based on their areas of expertise.

Upon completion of the investigation(s), the Investigator shall classify allegations as “improper” or “not improper” activities. When an allegation is classified as “not improper,” the investigation shall be formally closed and findings shall be communicated in writing to the employee(s) who initiated the notice.

When an allegation is classified as “improper” activity, the Investigator shall notify appropriate Company Executives and/or State agencies or units and initiate appropriate legal or disciplinary procedures as required by Company policy and/or state or federal law.

Paperwork documenting the notice and investigation shall be kept on file by Human Resources for two (2) years.

Code of Ethics

LC2 has adopted the following Code of Ethics in order that the public will have increased confidence in the integrity of the professional cannabis industry.

As a team member, I agree to abide by the following code:

- To maintain and promote the highest standards of public service and conduct, by placing the interest, concerns, and needs of our customers above our own unless doing so would conflict with a law, regulation, or standard operating procedure.
- To acknowledge that our industry has a special relationship with nature and therefore to strive to improve the environment through quality horticultural and agricultural practices.

- To help keep safe and well-maintained vehicles and equipment to ensure the safety and well-being of our crews and the public at work, in transportation, and when the products are being enjoyed by customers.
- To operate our business beyond reproach by diligently following all regulations, guidelines, best practices, and other performance standards, whether or not required by law.
- To progress in my qualifications and proficiency as a member of the industry and to provide ongoing training and education to employees in safe and proper plant management, production, and processing techniques.
- To avoid and condemn any practice which might bring discredit to our industry.
- To maintain a reputation for fair and honorable conduct with clients, employees, and suppliers.
- To improve and advance our industry through improving our qualifications, encouraging research and exchanging information and experiences.
- To abide by laws & regulations affecting the industry and to promote their enforcement.
- To acknowledge that compliance governmental and industry standards are the mutual responsibility of the product producer and the user, and to only encourage safe and responsible product use.
- To hold myself, my actions, and my work product to the highest standard possible

ADA Accommodations Rights and Policy

1. The Americans with Disabilities Act Title I: Employment

The Americans with Disabilities Act, Title I: Employment, prohibits employers with 15 or more employees and all state and local government employers from firing, refusing to hire or rehire, or otherwise discriminating against a “qualified” person with a disability on the basis of disability and obligates employers to provide reasonable accommodations.

To be “qualified,” a person must be able to perform the essential functions of the job, either with or without a reasonable accommodation. Employers are not required to provide an accommodation that would eliminate an essential function of an employee’s job or would pose an “undue hardship” for the employer.

An accommodation is provided at the employer’s expense, unless the employer can demonstrate that it would pose an undue financial hardship.

2. Massachusetts Employment Discrimination Law

Massachusetts Employment Discrimination Law M.G.L. c. 151B §4 prohibits any employer in Massachusetts who employs 6 or more people from firing, refusing to hire or rehire, or otherwise discriminating against a qualified disabled person based on disability and obligates covered employers to provide reasonable accommodations. The Massachusetts Commission Against Discrimination (MCAD) enforces this law.

3. Reasonable accommodations in the workplace

Qualified employees with disabilities have a right to request reasonable accommodations. In general, a reasonable accommodation is a modification to the way things are typically done or to the physical work environment that would enable a qualified person with a disability to apply for a job, perform the essential functions of the position, and or to benefit equally from the privileges of employment.

The first step in securing reasonable accommodation is to make a request to Human Resources. The following are some important tips to assist you in making your request.

- Make your request to the person who has the ability to authorize the request (this is the Human Resources Director).
- Put your request in writing.
- Make sure to date your request letter.
- Identify yourself as a person with a disability.
- Explain the barriers you are facing at your task in light of your disability limitations.
- Attach a letter from your medical provider describing the disability symptoms and/or the need for accommodation, if you are able to do so.
- Reference the attached documentation of your limitations when applicable.
- Propose your ideas for reasonable accommodations and how they would enable you to overcome workplace barriers.
- Keep a copy of your request for your records.
- Follow up with human resources if your request is not acknowledged within a reasonable amount of time (usually 1-2 weeks).
- Keep in mind that an employer may offer an effective alternative to your proposed accommodation.

Don't:

- Disclose your diagnosis if you do not wish to do so. All you need to do is describe your limitations as they relate to your need for accommodation.
- List limitations or symptoms that are not related to your need for the accommodation.
- Overstate your limitations. This applies to both your request and any supporting medical documentation. In order to claim employment protection under disability rights laws, you must be qualified for the position. You and your provider should use caution not to make it seem as though you are unable to perform the essential functions of your job when describing your disability limitations.
- List barriers that are not related to your disability e.g. lack of knowledge/skills required to perform the job, insufficient training, personal conflict with superiors/coworkers, etc.

- Cite accommodations or arrangements that you perceive other coworkers may have in place.
- Have your medical provider request the accommodations on your behalf. Your medical provider's role is simply to verify your disability symptoms.

The Americans with Disabilities Act (ADA) prohibits employment discrimination on the basis of workers' disabilities. The ADA also requires employers to provide reasonable accommodations -- changes to the workplace or job -- to allow employees with disabilities to do their jobs.

4. What's a Reasonable Accommodation?

A reasonable accommodation is assistance or changes to a position or workplace that will enable an employee to do his or her job despite having a disability. Under the ADA, employers are required to provide reasonable accommodations to qualified employees with disabilities, unless doing so would pose an undue hardship. Qualified employees are those who hold the necessary degrees, skills, and experience for the job; and who can perform its essential functions, with or without an accommodation.

Examples of accommodations include:

- making existing facilities usable by disabled employees—for example, by modifying the height of desks and equipment, installing computer screen magnifiers, or installing telecommunications for the deaf
- restructuring jobs—for example, flexibility on scheduling so that a worker can receive weekly medical treatments
- modifying record keeping and training material—for example, use of high-contrast marking devices or computerized platforms.

These are just a few possible accommodations. The possibilities are limited only by an employee's and employer's imaginations—and the reality that one or more of these accommodations might be financially impossible in a particular workplace.

5. Undue Hardship

The ADA does not require employers to make accommodations that would cause them an undue hardship: significant difficulty or expense. To show that a particular accommodation would present an undue hardship, an employer would have to demonstrate that it was too costly, extensive, or disruptive to be adopted in that workplace.

The EEOC, in its role as the federal agency responsible for enforcing the ADA, has set out some of the factors that will determine whether a particular accommodation presents an undue hardship on a particular employer:

- the nature and cost of the accommodation

- the financial resources of the employer—a large employer, obviously, reasonably being asked to foot a larger bill for accommodations than a mom and pop business
- the nature of the business, including size, composition, and structure, and
- accommodation costs already incurred in a workplace.

Equal Employment Policy

It is the policy of LC2 to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

LC2 expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, LC2 will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on LC2 operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with LC2 in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), LC2 provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. LC2 may require medical certification of both the disability and the need for accommodation. Keep in mind that LC2 can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. LC2 will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

LC2 seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of LC2's employees to perform their expected job duties is not tolerated.

It is illegal and against LC2's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or

physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. LC2 will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

LC2 will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

LC2 will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

LC2 strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. LC2 judge's individuals by their abilities, not their disabilities, and seeks to give full and equal

employment opportunities to all persons capable of performing successfully in the company's positions. LC2 will provide reasonable accommodations to any persons with disabilities who require them, who advise LC2 of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

LC2 is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on LC2's premises or while using LC2 vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, LC2 will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Dismissal of LC2 Agents for Certain Violations

If a LC2 Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

1. Engaged in unsafe practices (including diversion) with regard to operation of the Marijuana Establishment; or

2. 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

The CEO will immediately be notified of any of these instances. The CEO will make a detailed report of the event the notify the Commission within 24 hours. In the case of a LC2 Agent who has diverted marijuana, the CEO will also notify local law enforcement within 24 hours of the occurrence.

Employee Handbook

LC2 will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with LC2, LLC. These subjects will include, but not be limited to;

1. The LC2 Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



LC Square Record Keeping Procedure

Intent

To provide clear and concise instructions for LC Square, LLC. ("LC2") employees regarding Record Keeping that are compliant with the Regulations

LC2 is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

Access to the Commission

LC2 electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Types of Records

The following records will be maintained and stored by LC2 and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. 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;
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. 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 any Other Jurisdiction.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. 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;
 - ii. 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;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- q. Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby:
 - i. Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

- ii. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000: Adult Use of Marijuana.
- 2. Operating procedures as required by 935 CMR 500.120 and 130;
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories, and for maintaining accurate inventory. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11);
 - f. Policies and procedures for ensuring fire safety in cultivation and product manufacturing activities, including but not limited to the storage and processing of chemicals or fertilizers, in compliance with the standards set forth in 527 CMR 1.00: The Massachusetts Comprehensive Fire Code;
 - g. Policies and procedures for developing and providing Vendor Samples to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator. Policies and procedures shall include methods by which the Marijuana Cultivator will adequately track, record, and document all Vendor Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.120(13): Vendor Samples;
 - h. Policies and procedures for developing and providing Quality Control Samples to employees for the purpose of ensuring product quality and determining whether to make the product available to sell. Policies and procedures shall include methods by which the Marijuana Cultivator will adequately track, record, and document all Quality Control Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.120(14): Quality Control Samples. Policies and procedures shall further prohibit consumption of Quality Control Samples on the licensed Premises; and
 - i. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
- 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be
 - c. maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
 - d. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - e. Personnel policies and procedures; including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
 - f. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

All records kept and maintained by LC2 will be securely held. Access to these records will only be accessible to those LC2 Agents who require access as a part of their job duties.



LC Square Maintenance of Financial Records Policy and Procedure

Intent

LC Square, LLC. ("LC2") is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for LC2 employees regarding the Maintenance of Financial Records that are compliant with the Regulations.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner with all regulations and laws.

Policy

LC2 financial records will be kept and maintained according to generally accepted accounting principles. The CEO is responsible for all accounting responsibilities and will engage the services of an external legal Accounting firm (with experience in providing audit and tax preparation for state legal operators) to ensure proper accounting compliance. Once operational LC2 will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All LC2 financial/business records will be available for inspection to the Commission upon request.

LC2 will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Chart of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records LC2 will incorporate the following into our business operations;

1. LC2 will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees

2. LC2 will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. LC2 will use financial software programs for all financial transactions.
4. LC2 does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks or wire transfers.
5. On an annual basis LC2 will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of LC2 finances (books).
6. LC2 will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

Access to the Commission

LC2 electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting and IRS principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

LC2 books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, LC2 will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

LC2 Diversity Plan

V3.0

Intent

It is the policy of LC Square, LLC. (“LC2”) to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. LC2 goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. LC2 Inc’s founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age and sexual orientation. We are committed to hiring those best fit for the role.

LC2 will comply with the requirements of 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 LC2 will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that LC2 is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company’s mission.

Demographics

The Demographics for Adams and the surrounding area are predominantly white with just over 6% of the population falling into the category of a minority. ~7% of Berkshire county is a veteran and ~11% of those under 65 years of age have a disability. Between 4.5-5.5% of the Massachusetts population is believed to identify themselves as LGBT.

LC2 is committed to a diverse and equitable workforce and will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics this plan promotes are outlined below:

Plan Demographics:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LBGTQ+

Goals

The goals that LC2 is committed to achieving through this plan and our vision include:

1. Make the LC2 workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:
 - 50% female
 - 30% will be a minority, veteran, persons with a disability or persons who are LGBTQ+
2. Make the LC2 workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
3. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Plan Demographics
 - 20% of our suppliers, contractors and wholesale partners will be businesses owned by Minorities, Women, Veterans, People with disabilities; and/or People who are LGBTQ+.

Recruitment and Hiring Plan

LC2 looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people who are LGBTQ+ in the operation of our company. To promote diversity and equity LC2 will;

1. The LC2 hiring plan gives preference to individuals who are identified in the Plan Demographics.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Plan Demographics and job posting that highlight our diversity hiring preference.

We expect our Recruitment and Hiring Plan to begin in the Spring of 2021

Inclusion

LC2 is determined to provide a work environment that is a diverse and inclusive workplace of. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels

safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace LC2 will;

1. Provide training to all employees regarding inclusion in the workplace
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the LC2 workplace.

We expect our Diversity Plan to begin in the Spring of 2021

Supplier Diversity Plan

LC2 is committed to utilizing, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. LC2 recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. LC2 will draft and implement a plan that focuses on and requires that the underrepresented business identified above are included and chosen, when possible, as our suppliers, contractors and wholesale partners.
2. It is our goal that ~20% of our vendors, contractors and builders will be businesses owned by Minorities, Women, Veterans, People with disabilities; and/or People who are LBGQTQ+.
3. LC2 will make reasonable efforts to identify and source Suppliers, Contractors and Wholesale Partners who meet the Diversity Plan Demographics.
 - a. Preference will be given to these individuals and businesses.
4. Priority for engaging and contracting with other Marijuana Establishments in wholesale relationships will be given to Marijuana Establishments that owned by Minorities, Women, Veterans, People with disabilities; and/or People who are LBGQTQ+ or employ a majority of their employees that meet the Diversity Plan Demographics.

We expect our Supplier Diversity Plan to begin in the Fall of 2020

Evaluation

LC2 realized that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals.

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion
3. In March of 2021, and annually thereafter the LC2 management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of the policy and to see if our goals are attained.
4. If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.



LC Square Safety Plan

1 WORKPLACE SAFETY PROGRAM

Introduction

LC Square is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

This program is intended to serve as the basis for an integrated safety and health management program. The program consists of the following essential elements:

1. Management's commitment and involvement
2. Safety committee operation
3. Provisions for safety and health training
4. Safety Inspections
5. Preventive Maintenance
6. First aid procedures
7. Accident investigations
8. Recordkeeping of injuries
9. Job specific safety rules and procedures
10. Compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments
11. HACCP

1.1 SAFETY COMMITTEE ORGANIZATION

A safety coordinator or a safety committee will be established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an “equal” representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator _____	Nonsupervisory Employee Member _____
Supervisory Employee Member _____	Nonsupervisory Employee Member _____
Supervisory Employee Member _____	Nonsupervisory Employee Member _____

1.2 RESPONSIBILITIES

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee is responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee is responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee is responsible for assisting management in evaluating employee accident-and illness-prevention programs and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and is responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

1.3 MEETINGS

Safety committee meetings are held quarterly, or more often if needed. The safety program coordinator will post the minutes of each meeting within one week after each meeting.

1.4 SAFETY COMMITTEE MEETING MINUTES

Date of Committee Meeting: _____ Time: _____

Minutes Prepared by: _____ Location: _____

Names of Members in Attendance:

Previous Action Items: _____

Review of Accidents Since Previous Meeting: _____

Recommendations for Prevention: _____

Recommendations from Anonymous Employees: _____

Suggestions from Employees: _____

Recommended Updates to Safety Program: _____

Recommendations from Accident Investigation Reports: _____

Safety Training Recommendations: _____

Comments: _____

SAFETY AND HEALTH TRAINING

1.5 SAFETY AND HEALTH ORIENTATION

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety manual, through his or her supervisor, for review and future reference, and each employee is given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

All training will be documented, and records are maintained.

1.6 JOB-SPECIFIC TRAINING

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, nonroutine or specialized procedures.

1.7 PERIODIC RETRAINING OF EMPLOYEES

All employees are retrained periodically on safety rules, policies, and procedures, and when changes are made to the workplace safety manual.

Individual employees are retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

1.8 SAFETY TRAINING DOCUMENTATION

EMPLOYEE:

DATE:

SUPERVISOR:

TRAINER:

RULES AND REGULATIONS REVIEWED

DATE: _____

General Review Of Old/New (Circle One) Safety Rules For All Employees

Specific Safety Procedures for Employees Position

General Maintenance

First Aid

Lifting Procedures

Office Safety

Furniture Use

Equipment Use

Climbing a Step Ladder

Sanitation / Health

All categories have been reviewed with employee.

Supervisor Name, Printed:

Signature: _____

I have been advised of all Safety and Health regulations and will adhere to them to the best of my ability.

Employee Name, Printed:

Signature: _____

2 SAFETY INSPECTIONS

It is up to all employees to maintain safe working conditions.

Checklists for safety inspections ensure that important items are not overlooked. Inspections identify areas of risk. (accident and/or injury)

Safety Directors/Supervisors will continually monitor work areas, but scheduled inspections should be documented and done on a regular basis. Written reports of these inspections should be made and kept on file.

Management will make periodic inspections, announced and unannounced.

Doors	Personnel Training
Windows	Stairs
Walking – Working Surfaces	Personal Protective Equipment
Lighting	Flammable & Combustible Materials
Fire Hazards	Hand and Portable Powered Tools
Electrical Boxes	Lockout/Tagout Procedures
Flammable Liquids	Confined Spaces
Emergency Exits:	Hazard Communication
Marked Properly	Electrical
Unobstructed	Building and Grounds Conditions
First Aid Kits, Supplies	Housekeeping Program
Fire Extinguishers	Heating and Ventilation
Accessible	Required OSHA Recordkeeping
Charged	Safety & Health Programs
Required Posters	Your Specific Work Environment

3 PREVENTIVE MAINTENANCE

Preventive maintenance programs will avoid most equipment failures. Provide regular equipment maintenance to prevent breakdowns that can create hazards.

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and failures before they happen. Inspections should be performed at regularly scheduled times.

Preventive and regular maintenance should be documented and tracked to completion.

During preventive maintenance, workers can document damage or wearing of parts or equipment so as to repair or replace parts *before* they cause a failure or injuries.

Without a preventive maintenance program, you will lose productivity, and costs will escalate.

4 FIRST-AID PROCEDURES

Emergency Phone Numbers

Safety Coordinator: _____

Poison Control: _____

First Aid Response: _____

Fire Department: _____

Ambulance: _____

Police: _____

Medical Clinic: _____

Clinic Name/Address: _____

4.1 MINOR FIRST-AID TREATMENT

First-aid kits are kept in the front office and in the service vehicles. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on the accident investigation report.
- Access to a first-aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

4.2 NONEMERGENCY MEDICAL TREATMENT

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

4.3 EMERGENCY MEDICAL TREATMENT

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone numbers and instructions posted on the first-aid kit to request assistance and transportation to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

4.4 FIRST-AID TRAINING

Each employee will receive training and instructions from his or her supervisor regarding our first-aid procedures.

4.5 FIRST-AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call or have a co-worker call to request emergency medical assistance. Use required bloodborne pathogen procedures while administering first aid.

Wounds:

Minor: Cuts, lacerations, abrasions or punctures

- Wash the wound using soap and water; rinse it well.
- Cover the wound using a clean dressing.

Major: Large, deep and bleeding wounds

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

Broken Bones:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, "splint" the injured area. Use a board, cardboard or rolled newspaper as a splint.

Burns:

Thermal (Heat)

- Rinse the burned area without scrubbing it and immerse it in cold water.
Do not use ice water.
- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- Immediately flush the exposed area with cool water for 15 to 20 minutes.

Eye Injury:

Small particles

- Do not rub your eyes.

- Use the corner of a soft, clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with a bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

Neck or Spine Injury:

- If the victim appears to have injured his or her neck or spine or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

Heat Exhaustion:

- Loosen the victim's tight clothing.
- Give the victim *sips* of cool water.
- Make the victim lie down in a cooler place with the feet raised.

5 ACCIDENT INVESTIGATION

5.1 ACCIDENT INVESTIGATION PROCEDURES

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

OSHA requires employers to report any/all of the following within 8 hours of the incident:

- Fatalities
- A single incident which requires hospitalization of 3 or more employees

OSHA CENTRAL TELEPHONE NUMBER: 1-800-321-6742

5.2 ACCIDENT INVESTIGATION REPORT

Report No.: _____

Company: _____

Address: _____

1. Name of injured: _____ S.S. No.: _____

2. Sex: M F Age: _____ Date of accident: _____

3. Time of accident: _____ a.m. _____ p.m. Day of accident: _____

4. Employee's job title: _____

5. Length of experience on job: _____ years: _____ months

6. Address of location where the accident occurred: _____

7. Nature of injury, injury type, and part of the body affected: _____

8. Describe the accident and how it occurred: _____

9. Cause of the accident: _____

10. Was personal protective equipment required? yes no

Was it provided? yes no

Was it being used? yes no

If "no," explain: _____

Was it being used as trained by supervisor or designated trainer? yes no

If "no," explain: _____

11. Witness(es): _____

12. Was safety training provided to the injured? yes no

If "no," explain: _____

13. Interim corrective actions taken to prevent recurrence: _____

14. Permanent corrective action recommended to prevent recurrence: _____

15. Date of report: _____ , _____ 20_____

Prepared by: _____

Supervisor (**Signature**): _____ Date: _____

16. Status and follow-up action taken by safety coordinator: _____

Safety Coordinator (**Signature**) _____ Date _____

5.3 INSTRUCTIONS FOR COMPLETING THE ACCIDENT INVESTIGATION REPORT

An accident investigation is not designed to find fault or place blame, but it is an analysis of the accident to determine causes that can be controlled or eliminated.

(Items 1-6) Identification: This section is self-explanatory.

(Item 7) Nature of Injury: Describe the injury, e.g., strain, sprain, cut, burn, fracture.

Injury Type: First aid—injury resulted in minor injury/treated on premises; Medical—injury treated off premises by physician; Lost time—injured missed more than one day of work; No Injury—no injury, near-miss type of incident.

Part of the Body: Part of the body directly affected, e.g., foot, arm, hand, head.

(Item 8) Describe the accident: Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.

(Item 9) Cause of the accident: Describe all conditions or acts which contributed to the accident, e.g.—

- a. unsafe conditions (spills, grease on the floor, poor housekeeping or other physical conditions).
- b. unsafe acts (unsafe work practices such as failure to warn, failure to use required personal protective equipment).

(Item 10) Personal protective equipment: This section is self-explanatory.

(Item 11) Witness(es): List name(s), address(es), and phone number(s).

(Item 12) Safety training provided: Was any safety training provided to the injured relating to the work activity being performed?

(Item 13) Interim corrective action: Measures taken by supervisor to prevent recurrence of incident, e.g., barricading accident area, posting warning signs, shutting down operations.

(Item 14): This section is self-explanatory.

(Item 15): This section is self-explanatory.

(Item 16) Follow-up: Once the investigation is complete, the safety coordinator shall review and follow up the investigation to ensure that corrective actions recommended by the safety committee and approved by the employer are taken and that control measures have been implemented.

6 RECORDKEEPING PROCEDURES

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
- Log and Summary of Occupational Injuries and Illnesses as required by OSHA's Recordkeeping Regulation, 29 CFR 1904.2:
 - OSHA Form 300 (Rev. 1-2004): Log of Work-Related Injuries and Illnesses
 - OSHA Form 300A (Rev. 1-2004): Summary of Work-Related Injuries and Illnesses

- OSHA Form 301: Injury and Illness Incident Report

For certain business classes, Federal OSHA provides for an exemption from accident record keeping requirements. For a current list of business classes that may be exempt from this requirement, please visit the following website: www.osha.gov. Go to the "Recordkeeping" link, and then the "Partially Exempt Industries" link in the middle of the page.

7 SAFETY RULES, POLICIES AND PROCEDURES

The safety rules contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

These safety rules shall include both general workplace safety rules and job-specific safety rules.

General Rules:

All Employees

Job-Specific Rules:

By Occupational Class, e.g., painter, clerk, carpenter, etc.

7.1 ALL EMPLOYEES

7.1.1 HOUSEKEEPING

1. Use caution signs/cones to barricade slippery areas.
2. Do not store or leave items on stairways.
3. Return tools to their storage places after using them.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Do not place materials such as boxes or trash in walkways and passageways.
6. Do not use gasoline for cleaning purposes.
7. Mop up water around water fountains, drink machines and ice machines.

7.1.2 LIFTING PROCEDURES

General

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.
4. Wear protective gloves when lifting objects with sharp corners or jagged edges.

7.1.3 WHEN LIFTING—

1. Face the load.
2. Position your feet 6"-12" apart with one foot slightly in front of the other.
3. Bend at the knees, not at the back.
4. Keep your back straight.

5. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
6. Hold the object as close to your body as possible.
7. Perform lifting movements smoothly and gradually; do not jerk the load.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

7.2 ALL EMPLOYEES

7.2.1 LADDERS AND STEPLADDERS

1. Read and follow the manufacturer's instruction label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked.
8. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.

7.2.2 CLIMBING A LADDER

1. Face the ladder when climbing up or down it.
2. Do not carry items in your hands while climbing up or down a ladder.
3. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.

7.2.3 DRIVING/VEHICLE SAFETY

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.

2. Obey traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.

7.3 OFFICE PERSONNEL

7.3.1 OFFICE SAFETY

General

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around water fountains and drink machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the tips pointing down.
10. Use the ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully open or fully closed.
13. Use handrails when ascending or descending stairs or ramps.
14. Obey all posted safety and danger signs.

7.3.2 FURNITURE USE

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you were working in before opening another filing drawer in the same cabinet.
2. Use the handle when closing doors, drawers and files.
3. Put heavy files in the bottom drawers of file cabinets.
4. Do not tilt your chair on its back two legs while you are sitting in it.
5. Do not stand on furniture to reach high places.

7.3.3 EQUIPMENT USE

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor-type fans in walkways, aisles or doorways.
3. Do not plug multiple electrical cords into a single outlet.

4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.
7. Turn the power switch of the local exhaust fans to "ON" when operating the blueprint machine.
8. Do not use lighting fluid to clean drafting equipment; use soap and water.

8 QUALITY CONTROL – SANITATION STANDRD OPERATING PROCEDURE

8.1.1 FACILITY

LC Square facility ("the facility") is designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments* and the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces are smooth, durable, and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing

and storage areas are shatterproof and/or protected with plastic covers. LC Square will ensure adequate safety lighting in all production, processing, and storage areas, as well as areas where equipment or utensils are cleaned.

7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment is installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing sinks are located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. LC Square will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the Worcester municipal water supply and is sufficient for necessary operations. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

8.1.2 CONTAMINATION CONTROL

1. All entrance and exit doors to the facility are self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Employee and visitor gowning is required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and done jump suits and disposable boot covers.
3. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste is placed in the "Marijuana Waste" container located in each cultivation and

processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste is stored in the waste room in sealed containers until disposal.

6. All non-marijuana waste is placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. is stored in an area away from production, processing, and storage areas.

8.1.3 SANITATION

All marijuana products are prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments*; and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms are utilized for finished marijuana products.
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink is provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment is supplied with adequate hot and cold potable running water.

- c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
- d. A floor drain is located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
- e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the ware wash sink.
- f. An approved chemical test kit for determining sanitizer strength will be available and used.
- g. Manual Ware washing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Ware washing Monitoring Form.
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone, or water is dirty.
 - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
 - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
 - vi. To avoid recontamination of clean and sanitary items:
 - 1. Air dry all items on a drainboard.
 - 2. Wash hands prior to returning to storage.

8.1.4 WAREWASHING SINK SETUP

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment.
 - ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99ppm and immerse for 7 seconds
 - iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
 - iv. Allow all parts of the equipment to air dry.
 - v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
 - vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These surfaces are 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.
- i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.

1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

8.1.5 PERSONNEL

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
 - b. LC Square will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health, or the Commission.
 - c. LC Square Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. LC Square Agents shall conform to sanitary practices while on duty, including:
 - a. Maintain adequate personal cleanliness:
Grooming:
 - i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
 - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
 - iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.

- As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your workstation.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.

- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. LC Square facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

9 HACCP- Hazard Analysis and Critical Control Point

LC Square will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production, and packaging of all marijuana products that LC Square will manufacture. Once operational LC Square will:

1. Assemble the HACCP team.
2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product (Principle 1).
7. Determine critical control points (CCPs) for each product (Principle 2).
8. Establish critical limits (Principle 3).
9. Establish monitoring procedures (Principle 4).
10. Establish corrective actions (Principle 5).
11. Establish verification procedures (Principle 6).

12. Establish record-keeping and documentation procedures (Principle 7).

10 Training

LC Square will provide training and training opportunities to all of its employees. In addition to required training, LC Square will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees are trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging are trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.



LC Square

Energy Compliance Plan

In compliance with 935 CMR 500.105(15) LC Square has:

Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extent possible;

Considered 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;

Reduced electric demand (such as lighting schedules, active load management, and energy storage); and

Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

1. LC Square will work closely with Utility companies to create and execute interactive Energy Savings Plans, by means of:
 - a. Understanding how we use energy through analysis generation;
 - b. Compare our operation with similar businesses and act accordingly;
 - c. Intake customized energy improvement recommendations from professionals;
 - d. Cost incentives through utility energy performance.
2. During our design and build out, LC Square will:
 - a. Install the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
 - b. Purchase and install energy efficient LED lighting systems;
3. Further practices to maintain energy efficiency throughout daily operations include:
 - a. Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);

- b. Using communal printers, coffee makers, microwave ovens, and refrigerators;
- c. Turning off monitors when leaving for more than one hour;
- d. Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- e. Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- f. Prohibiting the use of individual space heaters;
- g. Using Energy Star labeled appliances.



LC Square Policy for Separating Recreational from Medical Operations

Not Applicable

(LC2, Inc. is not a Medical Marijuana Treatment Center or MTC Applicant)