



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR285151  
Original Issued Date: 11/15/2024  
Issued Date: 11/15/2024  
Expiration Date: 11/15/2025

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Lucky Green Ladies 408, LLC

Phone Number: 508-455-1048 Email Address: [contact@luckygreenladies.com](mailto:contact@luckygreenladies.com)

Business Address 1: 408 Old Colony Rd

Business Address 2:

Business City: Norton Business State: MA

Business Zip Code: 02766

Mailing Address 1: 820 Pulaski Blvd

Mailing Address 2:

Mailing City: Bellingham Mailing State: MA

Mailing Zip Code: 02019

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 99

Percentage Of Control: 99

Role: Owner / Partner

Other Role:

First Name: Alissa

Last Name: Nowak

Suffix:

Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 1	Percentage Of Control: 1	
Role: Owner / Partner	Other Role:	
First Name: Joann	Last Name: Nowak	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joann	Last Name: Nowak	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$565359.28	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Alissa	Owner Last Name: Nowak	Owner Suffix:	
Entity Legal Name: Lucky Green Ladies NY, LLC		Entity DBA: Lucky Green Ladies	
Entity Description: Adult-use retail dispensary			
Entity Phone: 845-325-2874	Entity Email: contact@luckygreenladies.com	Entity Website: https://www.luckygreenladies.com	
Entity Address 1: 365 S Wall St		Entity Address 2:	
Entity City: Kingston	Entity State: NY	Entity Zip Code: 12401	Entity Country: USA
Entity Mailing Address 1: 386 Ingrassia Rd		Entity Mailing Address 2:	
Entity Mailing City: Middletown	Entity Mailing State: NY	Entity Mailing Zip Code: 10940	Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Alissa	Last Name: Nowak	Suffix:
Marijuana Establishment Name: Lucky Green Ladies, LLC	Business Type: Other	
Marijuana Establishment City: Norton	Marijuana Establishment State: MA	

Individual 2

First Name: Joann

Last Name: Nowak

Suffix:

Marijuana Establishment Name: Lucky Green Ladies, LLC

Business Type: Other

Marijuana Establishment City: Norton

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 408 Old Colony Rd

Establishment Address 2:

Establishment City: Norton

Establishment Zip Code: 02766

Approximate square footage of the establishment: 994

How many abutters does this property have?: 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Complaint with Local Bylaws.pdf	pdf	65c456d74e4a6100071763fd	02/07/2024
Community Outreach Meeting Documentation	COM Meeting Documentation.pdf	pdf	6623da8af707fa0008eb65d8	04/20/2024
Executed HCA	HCA Amendment 9.12.24.pdf	pdf	66e4456ecfa6590008e15068	09/13/2024

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Disproportionately Harmed People - LGL 408.pdf	pdf	661efff31d65650008547d0e	04/16/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Alissa

Last Name: Nowak

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Joann

Last Name: Nowak

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	65c5206df8aae3000975de3e	02/08/2024
Bylaws	LGL 408 Operating Agreement.pdf	pdf	65c6bf57f8aae30009774a41	02/09/2024
DUA attestation if no employees	Attestation DUA - no employees.pdf	pdf	65c6c078f8aae30009774ad4	02/09/2024
Department of Revenue - Certificate of Good standing	DOR Good Standing LGL 408.pdf	pdf	65d105368aa9ab0009dfee1b	02/17/2024
Secretary of Commonwealth - Certificate of Good Standing	MA SOS Good Standing LGL 408.pdf	pdf	65d1054146d58e0008241eb5	02/17/2024

No documents uploaded

Massachusetts Business Identification Number: 001696264

Doing-Business-As Name: Lucky Green Ladies

DBA Registration City: Norton

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline to Become Operational.pdf	pdf	65c6c26d4e4a610007198dc5	02/09/2024
Plan for Liability Insurance	Plan for Obtaining Liability Insurance LGL.pdf	pdf	65c6c301f8aae30009774e8b	02/09/2024
Business Plan	Business Plan Lucky Green Ladies 408.pdf	pdf	65ea443e09bc0b0008798e22	03/07/2024

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 or Older.pdf	pdf	65c6cd134e4a610007199296	02/09/2024
Storage of marijuana	Storage Plan LGL 408.pdf	pdf	65c6cf5e4e4a6100071992e6	02/09/2024
Inventory procedures	Inventory Procedures LGL 408.pdf	pdf	65c6d0b64e4a610007199360	02/09/2024
Quality control and testing	Quality Control and Testing LGL 408.pdf	pdf	65c7c1c74e4a61000719d7b3	02/10/2024
Dispensing procedures	Dispensing Procedures.pdf	pdf	65cad7eaf8aae30009793923	02/12/2024
Personnel policies including background checks	Personnel Policies including Background Checks.pdf	pdf	65cae03cf8aae30009793adc	02/12/2024
Record Keeping procedures	Record Keeping Procedures LGL	pdf	65caf1cc4e4a6100071b72da	02/12/2024



	408.pdf			
Maintaining of financial records	Maintenance of Financial Records LGL 408.pdf	pdf	65caf87d4e4a6100071b74d8	02/13/2024
Qualifications and training	Qualifications and Training LGL 408.pdf	pdf	65caf87d4e4a6100071b74d8	02/13/2024
Plan for obtaining marijuana or marijuana products	Plan to Obtain Marijuana LGL 408.pdf	pdf	65cafd774e4a6100071b75eb	02/13/2024
Security plan	Security Plan.pdf	pdf	661f39731d65650008549e2d	04/16/2024
Transportation of marijuana	Transportation of Marijuana Plan LGL 408.pdf	pdf	661f43081d6565000854a0c6	04/16/2024
Energy Compliance Plan	Energy Compliance Plan LGL 408.pdf	pdf	661f44991d6565000854a107	04/16/2024
Diversity plan	Diversity Plan LGL 408.pdf	pdf	661f4807262a6c000965cdfc	04/16/2024
Prevention of diversion	Prevention of Diversion Plan LGL 408.pdf	pdf	666887d6d12dec0008d82f93	06/11/2024

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

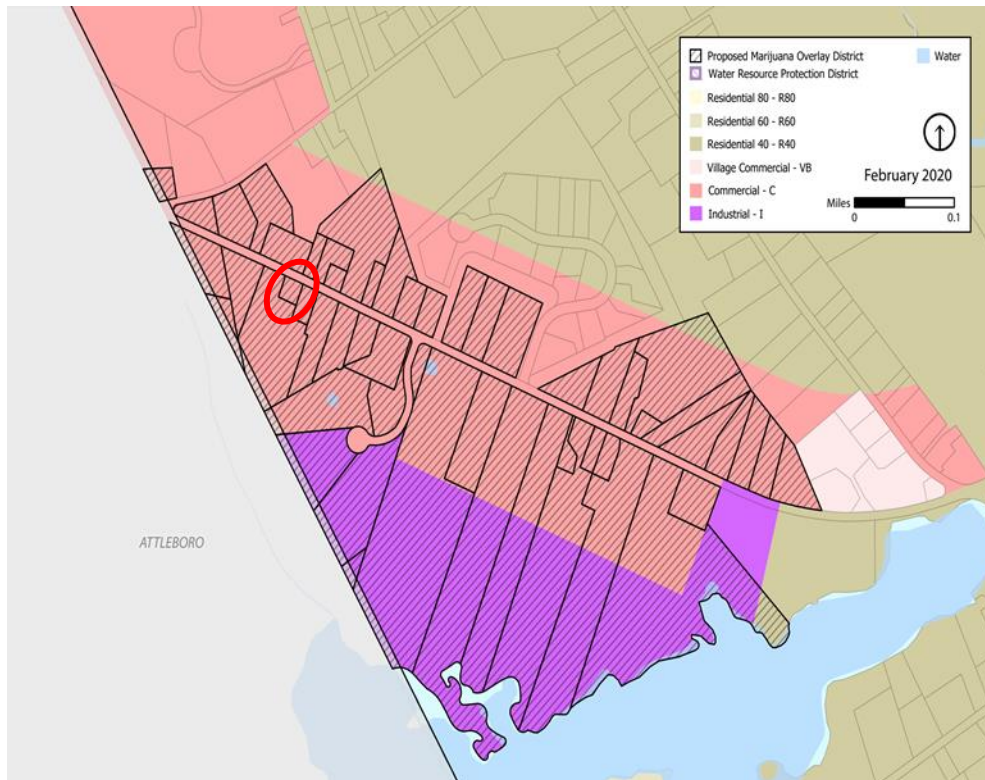
No records found

**HOURS OF OPERATION**

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 8:00 AM	Sunday To: 11:00 PM

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

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



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

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

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

- Testing

As Lucky Green Ladies 408, LLC has been granted a host agreement by the Town of Norton on January 18<sup>th</sup>, 2024, we plan to follow the use regulations for permitted use at our 408 Old Colony Rd location, performance standards for security and fire, and special provisions for parking, loading, signs, etc.

Lucky Green Ladies 408, LLC has reviewed all local codes, ordinances and bylaws as they apply to the physical address of the proposed Marijuana Retail Establishment, and in consultation with attorney and advisors determined that the physical address for the proposed Establishment is in compliance with local codes, ordinances, and bylaws.

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

# 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).

**\*\*Two participants attended the COM\*\***



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



## LEGALS

## Public Notice

## Community Outreach Public Notice

Notice is hereby given that LUCKY GREEN LADIES 408, LLC will hold a Virtual Community Outreach Meeting for a proposed Adult-Use Marijuana Retail Establishment on **Wednesday, February 7th, 2024 at 6:00pm**. Participants may choose to attend the meeting either online or by phone.

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

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

If you would like to attend the meeting online, please access the Zoom video conference at <https://us04web.zoom.us/j/2765034649?pwd=ICG0qElT7cGEDkSEWjGahqn40gGpwl.1&omn=76815226687>

Meeting ID: 276 503 4649  
Password: 8gYIQ0

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit [https://drive.google.com/drive/folders/1n4mOjSqT6r2jqCsdJD4lmsvjKGnqUu-m?usp=drive\\_link](https://drive.google.com/drive/folders/1n4mOjSqT6r2jqCsdJD4lmsvjKGnqUu-m?usp=drive_link).

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

If you have a question you would like to submit prior to the meeting, please email [alissamnowak@gmail.com](mailto:alissamnowak@gmail.com) with the subject line **Norton Community Outreach Meeting** no later than 1:00pm on Tuesday, February 6th, 2024. For general inquiries or technical support, please email visit <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

Alissa Nowak  
Owner,  
Lucky Green Ladies 408, LL  
01/24/2024

## LEGALS

South Washington St.

### Town of North Attleborough, Massachusetts PLANNING BOARD

Pursuant to the provisions of Chapter 40A Sections 1A and of the Massachusetts General Laws, and the provisions of Section VI.N and other Sections of the North Attleborough Zoning By-Laws, the North Attleborough Planning Board shall hold a public hearing on **Thursday, February 15, 2024 at 6:30 P.m.** at the Department of Public Works Conference Room located at 49 Whiting Street pertaining to the following matter.

**Application of Arena NAL LLC** of 1255 South Washington Street, North Attleborough, MA, to amend an existing Planning Board Business Development Special Permit approved in 1996 and amended in 1998, 2000, and 2022. The property is located at 1255 South Washington Street, the former Babies-R-Us. The amendment is for the substantial alteration to allow a change of use from retail to amusement and recreation service, indoor. The business is Launch Entertainment Park. The permit title is Launch Trampoline 1255 South Washington Street, North Attleborough, MA 02760 drawn by Scott LaSalle, Architect with a date of November 8, 2023.

Plans and accompanying documents and materials may be viewed in the Planning Board office during regular business hours.

### NORTH ATTLEBOROUGH PLANNING BOARD

Marie Clarner, Chair  
Williams Blais, Vice Chair  
01/24, 01/31/2024

## LEGALS

South Washington St.

### Virtual Community Outreach Meeting

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **February 7, 2024 at 8pm** via Zoom. The proposed site will be located at 9 South Washington Street, Norton, MA 02760. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. The Virtual Community Outreach meeting via Zoom is available using the following link: <https://us06web.zoom.us/j/88373815134?pwd=hJ3Qax1IRBbJwwb3aSdg1LSWqQ2iD.1>



**Lucky Green Ladies 408, LLC**

408 Old Colony Rd  
Norton, MA, 02766

RECEIVED  
NORTON TOWN CLERK  
2024 JAN 22 PM 2:34

01/18/2024

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

Notice is hereby given that LUCKY GREEN LADIES 408, LLC will hold a Virtual Community Outreach Meeting for a proposed Adult-Use Marijuana Retail Establishment on **Wednesday, February 7th, 2024 at 6:00pm**. Participants may choose to attend the meeting either online or by telephone.

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

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If you would like to attend the meeting online, please access the Zoom video conference at

<https://us04web.zoom.us/j/2765034649?pwd=ICG0qElt7cGEDkSEwiGahqn40gGpwl.1&omn=76815226687>

Meeting ID: 276 503 4649

Password: 8gYiQ0

Please note that the meeting agenda and materials to be presented will be available electronically 24 hours in advance of the meeting. To access the agenda and meeting materials, please visit

[https://drive.google.com/drive/folders/1n4mOjSqT6r2iqCsdJD4lmsvjKGnqUu-m?usp=drive link](https://drive.google.com/drive/folders/1n4mOjSqT6r2iqCsdJD4lmsvjKGnqUu-m?usp=drive_link).

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

If you have a question you would like to submit prior to the meeting, please email [alissamnowak@gmail.com](mailto:alissamnowak@gmail.com) with the subject line "Norton Community Outreach Meeting" no later than 1:00pm on Tuesday, February 7th, 2024. For general inquiries or technical support, please email visit <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

Sincerely,

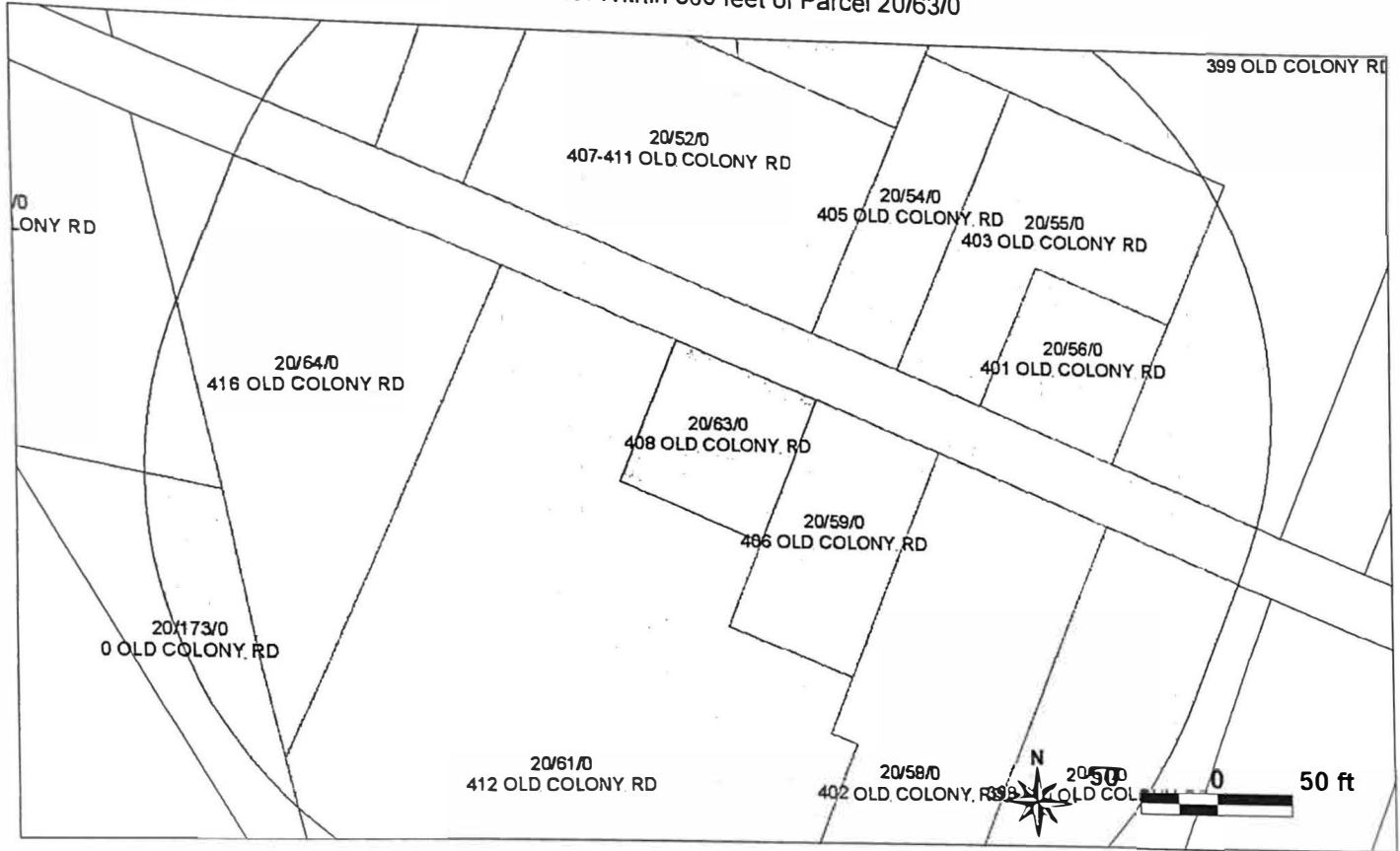
*Alissa Nowak*

Alissa Nowak  
Owner,  
Lucky Green Ladies 408, LLC

# ATTACHMENT C

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

Abutters List Within 300 feet of Parcel 20/63/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
4376	20-49-0-R		46 PLEASANT ST	46 PLEASANT ST	NORTON	MA	02766
4377	20-49-01-0-R		50 PLEASANT ST	19 JACKSON ST	NORTON	MA	02766
4379	20-51-01-0-R		417 OLD COLONY RD	417 OLD COLONY RD	NORTON	MA	02766
4380	20-52-0-R		407-411 OLD COLONY RD	71 OVERLOOK DRIVE	CARLISLE	MA	01741
2444	20-54-0-R		405 OLD COLONY RD	C/O LOVING DAVID E P O BOX 327	CHARTLEY	MA	02712
2445	20-55-0-R		403 OLD COLONY RD	P O BOX 327	CHARTLEY	MA	02712
4381	20-56-0-R		401 OLD COLONY RD	2625 MAPLE SWAMP ROAD	NORTH DIGHTON	MA	02764
2446	20-57-0-R		398-400 OLD COLONY RD	PO BOX 444	NORTON	MA	02766
2447	20-58-0-R		402 OLD COLONY RD	3 CHERRY TREE DR	NORTON	MA	02766
4382	20-59-0-R		406 OLD COLONY RD	406 OLD COLONY RD	NORTON	MA	02766
4384	20-61-0-R		412 OLD COLONY RD	412 OLD COLONY ROAD	NORTON	MA	02766
2448	20-63-0-R		408 OLD COLONY RD	386 INGRASSIA	MIDDLETOWN	NY	10940
4386	20-64-0-R		416 OLD COLONY RD	420 A OLD COLONY RD	NORTON	MA	02766
4385	20-65-0-R		420 OLD COLONY RD	86A WASHINGTON ST	PLAINVILLE	MA	02762
B253	20-173-0-R		0 OLD COLONY RD	86A WASHINGTON ST	PLAINVILLE	MA	02762

# ATTACHMENT C

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	Zip/Cd/Country
3853	28-45-0-R	T S	399 OLD COLONY RD	98 BROOKSIDE CIRCLE	RAYNHAM	MA	02767

# ATTACHMENT C

## Lucky Green Ladies 408, LLC

408 Old Colony Rd  
Norton, MA, 02766

01/18/2024

Subject: Community Outreach Public Notice

Dear Resident or Property Owner,

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

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If you would like to attend the meeting online, please access the Zoom video conference at

<https://us04web.zoom.us/j/2765034649?pwd=ICG0qElt7cGEDkSEwjGahqn40gGpwl.1&omn=76815226687>

Meeting ID: 276 503 4649

Password: 8gYiQ0

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Sincerely,



Alissa Nowak  
Owner,  
Lucky Green Ladies 408, LLC

# Attachment D



## TOWN OF NORTON

MUNICIPAL CENTER

70 EAST MAIN STREET, NORTON, MA 02766

Telephone: (508) 285-0210 Fax: (508) 285-0297

E-mail: [myunits@nortonmaus.com](mailto:myunits@nortonmaus.com)

Michael D. Yunits  
Town Manager

January 22, 2024

Alissa Nowak  
Lucky Green Ladies  
394 Old Colony Road  
Unit B Rear  
Norton, MA 02766

Re: Community Outreach Meeting

Dear Alissa:

The Town of Norton approves a virtual Community Outreach Meeting. Thank you for providing this service to the community.

Sincerely,

Michael D. Yunits  
Town Manager

## **Plan to Positively Impact Disproportionately Harmed People**

In collaboration with Lucky Green Ladies, LLC, Lucky Green Ladies 408, LLC proposes the following **Goals** for their Plan to Positively Impact Disproportionately Harmed People:

- Lucky Green Ladies 408, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
  - Any actions taken, or programs instituted, by Lucky Green Ladies 408, LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- 
1. Reduce barriers of entry in the adult-use marijuana industry for residents from Mansfield (25%) and Taunton (25%).
    - a. Barriers:
      - i. Previous drug convictions or incarcerations (25%)
      - ii. Disadvantaged background (25%)
      - iii. No reliable transportation
      - iv. Education
  2. Provide organizational skills and one-on-one mentorship programs for individuals and businesses facing systemic barriers including but not limited to Participants in the Social Equity and Economic Empowerment Program. As well as, individuals residing in geographical locations designated as a disproportionately impacted area included but not limited to Mansfield and Taunton. The organizational skills and mentorship programs provided will have a positive impact on the members of those communities or the communities as a whole.
    - a. Services the plan will offer:
      - i. One-on-one mentorship programs with two individuals per year
      - ii. Classes similar to the Social Equity Program teaching organizational skills, business planning, and spirit of entrepreneurship

Lucky Green Ladies 408, LLC proposes the following **Programs** for their Positive Impact Plan:

1. Conduct 50 hours per year of educational seminars in marijuana home delivery or marijuana business training.
  - A. Each educational seminar will be open to 50 participants
    - a. First 50 people to sign up that meet the requirements (residents of Taunton and Mansfield will receive priority)
  - B. Seminars will take place 20 times per year with each session lasting 2.5 hours
  - C. Seminars will be virtual

D. Topics to be covered:

- a. Home delivery
    - i. Application and licensing process with CCC
    - ii. Navigating regulations
    - iii. Business compliance with regulations
    - iv. Operating policies and procedures
    - v. Personnel Policies
    - vi. Facility design, build-out
    - vii. Location search- zoning, square footage
    - viii. Finding a municipality, searching for bylaws/ordinances, point of contact
    - ix. Municipal approval, HCA
    - x. Community outreach meeting
    - xi. Security
    - xii. Hiring and training- Responsible Vendor Training Program
    - xiii. Metrc
  - b. Business Training
    - i. Choosing entity (eg. LLC, Inc)
    - ii. Registering business with MA SOS
      - 1. Good standing, renewing annually
    - iii. Business plan creation
    - iv. Record keeping and maintenance of financial records
    - v. Raising capital
    - vi. Marketing and advertising
    - vii. Accounting
2. Giving hiring preference to residents from Mansfield and Taunton.
- a. Recruitment methods:
    - i. Lucky Green Ladies 408, LLC website (permanently posted)
    - ii. As needed posts in Mansfield and Taunton community Facebook group
    - v. Lucky Green Ladies 408, LLC will ask the Commission to notify SE/EEs
  - b. Advertisements
    - i. Lucky Green Ladies 408, LLC will post a job listing which states that the establishment is specifically looking for residents who have past drug convictions for employment.
3. Partner with Wheaton College — and their students who are interested in curating educational seminars in marijuana home delivery, marijuana business training, CORI sealing or expunging records.
- a. 15 students will be able to participate
  - b. Publicize the date and time of the educational seminars in the Wheaton College newspaper and on our social media.

- c. We will document the educational seminar date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources.

Lucky Green Ladies 408, LLC proposes the following to provide **Measurements** for their Positive Impact Plan:

1. Lucky Green Ladies 408, LLC will annually report and document the following metrics upon renewal (one year from provisional licensure, each year thereafter):
  - a. How many local residents were trained in their seminars.
  - b. How many residents from Taunton and Mansfield were hired. This number will be assessed from the total number of individuals hired to ensure that 25% of all individuals hired fall within this goal. (25% from each municipality)
  - c. How many residents from Areas of Disproportionate Impact were hired. This number will be assessed from the total number of individuals hired to ensure that 25% of all individuals hired fall within this goal.
  - d. How many SE/EE applicants in the rotational program who have successfully led a department or started a Cannabis business. (Data to only include Massachusetts residents)
  - e. How many individuals with previous drug convictions were hired. This number will be assessed from the total number of individuals hired to ensure that 25% of all individuals hired fall within this goal. (Data to only include Massachusetts residents)



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

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

**Certificate of Organization**

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001696264 (number will be assigned)

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

LUCKY GREEN LADIES 408, LLC

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

Number and street: 408 OLD COLONY RD

Address 2:

City or town: NORTON State: MA Zip code: 02766

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

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

5. The name and address of the Resident Agent:

Agent name: ALISSA NOWAK

Number and street: 820 PULASKI BLVD

Address 2:

City or town: BELLINGHAM State: MA Zip code: 02019

I ALISSA NOWAK,

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

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

Title	Name	Address
MANAGER	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

MANAGER	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
---------	-------------	--

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

Title	Name	Address
SOC SIGNATORY	JOANN NOWAK	386 INGRASSIA RD MIDDLETOWN, NY 10940 USA
SOC SIGNATORY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA
SOC SIGNATORY	NICHOLAS OBOLENSKY	128 DORRANCE ST, 6TH FLOOR PROVIDENCE, RI 02903 USA

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

Title	Name	Address
REAL PROPERTY	ALISSA NOWAK	820 PULASKI BLVD BELLINGHAM, MA 02019 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of September, 2023,

ALISSA NOWAK

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

September 13, 2023 03:09 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF**

**LUCKY GREEN LADIES 408, LLC**

**A COMMONWEALTH OF MASSACHUSETTS LIMITED LIABILITY COMPANY**

**THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF  
LUCKY GREEN LADIES 408, LLC**

a Commonwealth of Massachusetts Limited Liability Company ("the Company") is entered into and shall be effective as of SEPTEMBER 13<sup>th</sup>, 2023, by and among the Company and each of the Members of the Company executing this Limited Liability Company Operating Agreement ("Agreement").

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

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

\*This document has been prepared from standard compilations West's [2] Statutes Annotated, [2] Revised Statutes, Title 12. Corporations and Associations, Chapter 22. Limited Liability Companies, cited as [2] *Limited Liability Company Law*, [insert] *et seq.*

This document is drafted for the basic L.L.C. managed by either Members or Managers-Members. If other management is desired modifications will need to be made. Due to statutory changes and special client considerations, each user should confirm the statutory accuracy of these provisions for the L.L.C.

## ARTICLE I Definitions

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

- A. "Additional Member" - A Member, other than an Initial Member, who has acquired a Membership Interest from the Company.
- B. "Admission Agreement" - The agreement with an Additional Member and the Company.
- C. "Articles/Certificate" - The formation documents and Certificates filed with the Secretary of State.
- D. "Assignee" - The transferee of a Member's Membership Rights.
- E. "Admission Agreement" - The Agreement between an Additional Member and the Company as described in this Agreement.
- F. "Bankrupt Member" - A Member who has filed a petition commencing a voluntary case under the Bankruptcy Code; a general assignment by a Member for the benefit of creditors; an admission in writing by a Member of his or her inability to pay his or her debts as they become due, the filing by a Member of any petition or answer in any proceeding seeking for himself or herself, or consenting to, or acquiescing in, any insolvency, receivership, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or the filing by a Member of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of the petition filed against him or her in any such proceeding; the seeking or consenting to, or acquiescence by a Member in, the appointment of any trustee, receiver or liquidator of him or her, or any part of his or case under the Bankruptcy Code, or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within 60 days.
- G. "Certificate" - The Articles/Certificate of Organization as properly adopted and amended from time to time by the Members and other documents filed with the Secretary of State.
- H. "Dissolution" - Those events of dissolution set forth herein and (1) In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee); (2) in the case of a Member that is a partnership, the dissolution and commencement of winding up of the partnership; (3) in the case of a Member that is a corporation, the filing of a Certificate of Dissolution, or its equivalent, for the corporation or its equivalent, for the limited liability Company, or the involuntary dissolution by a non-appealable order of a court; or (4) in the case of an estate, the distribution by the fiduciary of the estate's entire Membership Interest.
- I. "Initial Member" - Those persons identified on Schedule A attached hereto and made a part hereof by this reference who have executed this Agreement.
- J. "Member" - Each of the persons signatory hereto either by signing this Agreement or agreeing to be obligated by the terms of this Agreement and any other person or persons who may subsequently be designated as a Member of this Company pursuant to the terms of this Agreement.

- K. "Membership Interest" - The share of profits and losses, gains, deductions, credits, cash, assets, and other distributions (liquidations and otherwise) and allocations of a Member or, in the case of an Assignee, the rights of the assigning Member.
- L. "Membership Rights" - The rights of a Member which are comprised of a Member's (1) Membership Interest, and may or may not be comprised of a Member's right to (2) vote and (3) participate in the management of the Company, if so specified herein.
- M. "Notice" - Notice shall be in writing as set forth herein.
- N. "Person" - An individual, business entity, business trust, estate, trust, association, joint venture, government, governmental subdivision or agency or any other legal or commercial entity.
- O. "Resignation" - The decision or determination of a Member to no longer continue as a Member.
- P. "Retirement" - The withdrawal of a Member or Manager from the Company upon such times and events as are provided in this Agreement which will permit withdrawal of a Member without violating or breaching the terms of this Agreement.
- Q. "Substitute Member" - An Assignee or other person who has admitted to all of the rights of membership pursuant to this Agreement.

## **ARTICLE II**

### **Organization of the Company**

#### **SECTION 2.1. BUSINESS OF THE COMPANY.**

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

#### **SECTION 2.2. COMPANY NAME.**

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

#### **SECTION 2.3. PRINCIPAL OFFICE.**

The principal office of the Company shall be located in the State of the Commonwealth of Massachusetts at 408 OLD COLONY RD, NORTON, MA, 02766 or such other place or places as the Members or Managers, as the case may be, may determine from time to time. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

#### **SECTION 2.4. REGISTERED AGENT FOR SERVICE OF PROCESS.**

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



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

#### SECTION 2.5. DURATION.

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

#### SECTION 2.6. TAX STATUS.

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

#### SECTION 2.7. FISCAL YEAR.

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

### ARTICLE III Members

#### SECTION 3.1. NUMBER OF MEMBERS.

There shall be at least one Member.

#### SECTION 3.2. ORIGINAL MEMBERS.

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

#### SECTION 3.3. ADDITIONAL MEMBERS.

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

#### SECTION 3.4. MEETINGS OF MEMBERS.

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

#### SECTION 3.5. ANNUAL MEETING.

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

#### SECTION 3.6. SPECIAL MEETING.

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

#### SECTION 3.7. NOTICE OF MEETING.

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

#### SECTION 3.8. WAIVER OF MEETING

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

#### SECTION 3.9. QUORUM.

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



#### SECTION 3.10. VOTE

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

#### SECTION 3.11. MEMBER'S VOTING RIGHTS.

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

#### SECTION 3.12. MEMBERS ONLY POWERS.

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

- (a) sell, encumber [but not lease] any real estate owned by the Company;
- (b) incur debt, expend funds, or otherwise obligate the Company if the debt, expenditure, or other obligations exceeds \$ 1,000 ;
- (c) as set forth in the Limited Liability Company Law of the Commonwealth of Massachusetts;
- (d) (other:)

#### SECTION 3.13. MEMBER WITHDRAWAL.

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

#### SECTION 3.14. EVENTS OF WITHDRAWAL.

A person shall cease to be a Member of the Company upon the occurrence of any of the following events:

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

#### SECTION 3.15. EXPULSION OF A MEMBER.

A member may be expelled by unanimous vote of the other members according to Law.

## **ARTICLE IV**

### **Management of the Company**

(Note: Under [1] law, a Company may be managed by its Members; it is not necessary to elect Managers to manage the Company. If a Company chooses not to elect Managers, then the Articles/Certificate of Organization shall so state and this Article should be omitted from the Agreement and all relevant provisions regarding management of the Company should be inserted under Article III, Members.)

#### **SECTION 4.1. MANAGEMENT.**

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

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

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

## **ARTICLE V**

### **Managers**

#### **SECTION 5.1. APPOINTED MANAGERS.**

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

#### **SECTION 5.2. QUALIFICATION OF MANAGERS.**

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

#### **SECTION 5.3. INFORMATION TO MEMBERS.**

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

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

#### SECTION 5.4. NUMBER OF MANAGERS.

The number of Managers of the Company shall be set by the Members.

#### SECTION 5.5. TERM OF MANAGERS.

Each Manager shall hold office until:

- A. The next annual meeting of Members or until his or her successor shall have been elected and qualified;
- B. The resignation of such Manager from the Company;
- C. Removal of such Manager by the Members of the Company in the manner set forth in this Agreement.

#### SECTION 5.6. DUTY OF MANAGER.

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

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

#### SECTION 5.7. RESIGNATION OF MANAGER.

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

#### SECTION 5.8. REMOVAL OF MANAGER.

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

#### SECTION 5.9. VACANCY IN MANAGER.

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

#### SECTION 5.10. AUTHORITY OF MANAGERS.

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

#### SECTION 5.11. COMMITTEE OF MANAGERS.

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

#### SECTION 5.12. LOANS.

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

#### SECTION 5.13. CONTRACTS.

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

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

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



#### SECTION 5.14. MANAGERS MEETINGS.

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

#### SECTION 5.15. ANNUAL MEETING OF MANAGERS.

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

#### SECTION 5.16. MANAGERS MEETINGS.

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

#### SECTION 5.17. QUORUM AND VOTE AT MANAGERS MEETINGS.

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

#### SECTION 5.18. DELEGATION OF MANAGER DUTIES.

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

#### SECTION 5.19. COMPENSATION OF MANAGER.

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

#### SECTION 5.20. ELIMINATION OF PERSONAL LIABILITY OF MANAGER OR MEMBER.

No Member or Manager shall have any personal liability for monetary damages for breach of any duty provided for in the Act, as set forth in such Act.

## ARTICLE VI Officers

### SECTION 6.1. OFFICERS AND RELATED PROVISIONS.

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

### SECTION 6.2. ELECTION AND TERM OF OFFICE.

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

### SECTION 6.3. REMOVAL OF OFFICERS.

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

### SECTION 6.4. VACANCIES.

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

### SECTION 6.5. THE PRESIDENT.

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

#### SECTION 6.6. THE VICE PRESIDENT.

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

#### SECTION 6.7. THE SECRETARY.

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

#### SECTION 6.8. THE TREASURER.

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

#### SECTION 6.9. COMPENSATION.

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

#### SECTION 6.10. INDEMNIFICATION OF MEMBERS, MANAGERS AND OFFICERS, AGENTS AND EMPLOYEES

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

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

## **ARTICLE VII**

### **Capital**

#### **SECTION 7.1. CAPITAL CONTRIBUTIONS.**

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

#### **SECTION 7.2. VALUE OF CAPITAL CONTRIBUTIONS.**

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

#### **SECTION 7.3. ADDITIONAL CAPITAL CONTRIBUTIONS.**

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

#### **SECTION 7.4. NO INTEREST.**

No interest shall be paid on the Capital Account of any Member.

#### **SECTION 7.5. CAPITAL ACCOUNTS.**

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



#### SECTION 7.6. OBLIGATION OF MEMBER.

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

#### SECTION 7.7. NO WITHDRAWAL OF CAPITAL CONTRIBUTION.

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

#### SECTION 7.8. ADDITIONAL MEMBER CAPITAL CONTRIBUTION.

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

### ARTICLE VIII

#### Distributions to Members

##### SECTION 8.1. DISTRIBUTIONS TO MEMBERS.

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

##### SECTION 8.2. DISTRIBUTIONS ON DISPOSITION OF ASSETS.

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

#### **SECTION 8.3. DISTRIBUTION TO RESIGNED MEMBER.**

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

#### **SECTION 8.4. DISTRIBUTION IN KIND.**

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

### **ARTICLE IX Profits and Losses**

#### **SECTION 9.1. PROFIT AND LOSS DEFINED.**

The "Net Profits and Net Losses" of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

#### **SECTION 9.2. DISTRIBUTION OF PROFITS AND LOSSES.**

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

#### **SECTION 9.3. MEMBER'S DISTRIBUTIVE SHARE.**

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

#### **SECTION 9.4. MEMBER'S OBLIGATION TO RETURN DISTRIBUTION.**

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

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

## **ARTICLE X**

### **Admission and Withdrawal of a Member, Transfer of Member's Interest**

#### **SECTION 10.1. SALE OF MEMBER'S INTEREST, AND RIGHT OF FIRST REFUSAL.**

A Member who wishes to sell his Member's Interest in the Company in whole or in part (the "selling Member") shall:

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

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

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

#### **SECTION 10.2. ASSIGNMENT OF MEMBER'S INTEREST.**

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

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

#### SECTION 10.3. COSTS OF SALE, ASSIGNMENT, ETC. OF MEMBER'S INTEREST.

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

#### SECTION 10.4. ADDITIONAL MEMBERS.

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

#### SECTION 10.5. AGREEMENT BINDING ON ALL MEMBERS.

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

### ARTICLE XI

#### Merger or Consolidation With Other Entities

#### SECTION 11.1. MERGER OR CONSOLIDATION.

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

### ARTICLE XII

#### Dissociation, Dissolution, Winding Up & Termination

#### SECTION 12.1. DISSOCIATION.

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



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

#### SECTION 12.2. DISSOLUTION.

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

- A. Each Member consents in writing that the Company should be terminated and dissolved; or
- B. the Company is dissolved pursuant to this Agreement.

#### SECTION 12.3. TERMINATION.

The Company shall be terminated:

- A. When the Company has less than one member; or
- B. If any Member;
  - 1. Dies, withdraws, resigns, or expelled from the Company, or upon the occurrence of any other event which terminates the continued membership of a Member in the Company;
  - 2. Becomes Bankrupt; or
  - 3. A judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property;
- C. Unless, if there are at least two or more remaining Members, the business of the Company may be continued either (1) with the unanimous written consent of the remaining Members within ninety (90) days after the event causing termination of the Company, so long as such termination is not due to a judicial decree of dissolution, or (2) if under a right of the Company to continue as stated in the Company's Articles/Certificate or this Agreement.

#### SECTION 12.4. LIQUIDATION AND WINDING UP.

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

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

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

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

#### SECTION 12.5. LIQUIDATION STATEMENT TO MEMBERS.

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

#### SECTION 12.6. JUDICIAL AND ADMINISTRATIVE DISSOLUTION.

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

#### SECTION 12.7. REVOCATION OF DISSOLUTION.

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

### ARTICLE XIII

#### Books and Reports

#### SECTION 13.1 BOOKS AND RECORDS; INSPECTION.

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

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

#### SECTION 13.2. INSPECTION BY MEMBERS.

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

- A. a current list of the full name and last known business and/or residential address of each Member, former Member and other holder of a Membership interest;
- B. a copy of the Articles/Certificate and all Certificates and amendments thereto of the Company, together with any executed powers of attorney pursuant to which any certificate was executed;
- C. a copy of this Agreement, Admission Agreements and any amendments thereto;
- D. a copy of the Company's Federal, state and local income tax returns for the three most recent fiscal years;
- E. the Company's financial statements for the three most recent fiscal years;
- F. A writing setting forth:
  - i. The amount of cash and/or property along with relevant statements as to the agreed value of the property and/or services contributed or agreed to be contributed by each Member;
  - ii. Any agreed upon time or event causing the Members to make additional contributions to the Company;
  - iii. Any agreed upon events, other than those stated in this Agreement, the happening of which will cause the Company to be dissolved.
- G. Copies of records that would enable a member to determine the relative voting rights, if any, of the Members; and
- H. Such other information as may be specified in this Agreement, an Admission Agreement or otherwise agreed by all the Members or Managers from time to time.

### ARTICLE XIV Miscellaneous

#### SECTION 14.1. NOTICES.

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

- A. If to the Company, to it or in care of any one or all of the Managers at the address of the Company.
- B. If to any one or all of the Managers, to them at the address of the Company.
- C. If to any Member, to him at his address set forth on the books and records of the Company.

#### SECTION 14.2. WAIVER OF NOTICE.

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

#### SECTION 14.3. COMPLETE AGREEMENT.

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

#### SECTION 14.4. CONSTRUCTION OF THIS AGREEMENT.

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

#### SECTION 14.5. EFFECT OF INVALIDITY.

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

#### SECTION 14.6. BINDING EFFECT.

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

#### SECTION 14.7. GOVERNING LAW.

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

#### SECTION 14.8. CAPTIONS, ETC.

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



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

#### SECTION 14.9. GENDER NEUTRAL.

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

#### SECTION 14.10. TAX MATTERS.

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

#### SECTION 14.11. EXECUTION.

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

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement effective as of the day and year first above written.

ALISSA NOWAK  
Joann Nowak

Alissa Nowak  
Joann Nowak

SCHEDULE A

List of Members

Member Name	Taxpayer ID Number	Address	Capital Contribution [Cash, Property/Other]	Percentage of Ownership
ALISSA NOWAK	078-84- 0869	820 PULASKI BLVD BETHLEHEM	\$1,000	99
JOANN NOWAK	063-66- 6410	1925 GOLF OF MEXICO DR, LONG- BOAT KEY, FL 37228 68208	\$1,000	1



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

mass.gov/dor

Letter ID: L2002327712  
Notice Date: February 9, 2024  
Case ID: 0-002-307-337



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LUCKY GREEN LADIES 408, LLC  
820 PULASKI BLVD  
BELLINGHAM MA 02019-2070

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

The Commissioner of Revenue certifies that, as of the date of this certificate, LUCKY GREEN LADIES 408, 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..

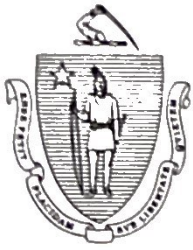
### *Visit us online!*

Visit [mass.gov/dor](https://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

Use the confirmation code below to print another copy of this letter or to review your submission.



William Francis Galvin  
Secretary of the  
Commonwealth

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

February 9, 2024

TO WHOM IT MAY CONCERN:

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

**LUCKY GREEN LADIES 408, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 13, 2023**.

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: **ALISSA NOWAK, JOANN NOWAK**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ALISSA NOWAK, JOANN NOWAK, NICHOLAS OBOLENSKY**

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



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

**Plan for Obtaining Liability Insurance**

Lucky Green Ladies 408, LLC (“Lucky Green Ladies”) plans to contract with Michael DeNault from Safety Insurance to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Lucky Green Ladies will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Lucky Green Ladies will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. Lucky Green Ladies will keep reports documenting compliance with 935 CMR 500.105(10).

# **Business Plan for Lucky Green Ladies 408, LLC**

## **Overview**

1. Company Description
2. Products & Services
3. Market Opportunity
4. Marketing & Advertising
5. Operating Plan
6. Financial Plan

## **Company Description**

Lucky Green Ladies is currently operating a home delivery business. Lucky Green Ladies was formed in 2020 by Alissa Nowak. She is doing this endeavor with her mom, Joann Nowak.

Lucky Green Ladies is LGBT, Woman, Family, and Social Equity-owned. Lucky Green Ladies strives to bring the best cannabis products to consumers doors.

Lucky Green Ladies 408, LLC allows Lucky Green Ladies to also sell products in-store, helping LGL spread their brand.

Both Lucky Green Ladies Delivery and Lucky Green Ladies Dispensary will be located in Norton, MA.

## **Products & Services**

- In-store shopping
- Convenient location

## **Market Opportunity**

Currently, Lucky Green Ladies is operating delivery-only. They receive many calls a day asking if there's a storefront. Some people still enjoy going to a dispensary and shopping in person. This will also broaden the access to cannabis for senior citizens because many of them have trouble ordering from Lucky Green Ladies delivery.

## **Marketing & Advertising**

Lucky Green Ladies has hired a cannabis industry marketing professional to create their website, branding, and advertise. Lucky Green Ladies will only market to a confirmed audience of 85% + that are 21 years of age or older. Lucky Green Ladies will market online and at tradeshow events. Lucky Green Ladies will particularly market the areas within a 10 mile radius of the retail location. Lucky Green Ladies will also hire a PR team to further company and brand awareness.

## **Operating Plan**

Our operating plan outlines the various aspects and the functional areas to be established. These functional areas include Lucky Green Ladies operating policy and requirements that will flow down into specific Standard Operating Procedures (SOP's). SOP's contain the specific means, methods and controls to be performed that ensure production and product safety and quality as well as adherence to regulatory requirements. Each specific section of the operating plan describes the policies, requirements and content to be established and contained within the SOP's. Lucky Green Ladies complete operating plan covers the following functional areas:



- Organization and Management Team
- Key Position Descriptions, Duties & Attributes
- Employee Qualifications and Training
- Types of Products Manufactured
- General Sanitation Standards
- Opening & Closing Policies
- Restricting access to persons aged 21 and older
- Security
- Prevention of Diversion
- Storing of Marijuana and Marijuana Products Procedures
- Transportation of Marijuana Operating Procedures
- Record Keeping Procedures
- Inventory Procedures
- Quality Control and Product Testing Procedures
- Personnel Policy Procedures
- Dispensing procedures
- Maintenance of financial records
- Diversity plans
- General Cannabis Procedures & SOPs
  - SSOP Checklist
  - Requirements for the Handling of Marijuana
  - Cleaning Equipment
  - Labeling of Marijuana and Marijuana Products
  - Laboratory Testing
  - Disposal of Waste
  - Safety Checklists

## **Financial Plan**

Joann Nowak is the financial contributor to Lucky Green Ladies. She will contribute roughly \$500,000 to Lucky Green Ladies.

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

In compliance with 935 CMR 500.110(1) Lucky Green Ladies will implement sufficient security measures to deter theft of Marijuana and Marijuana Products, prevent unauthorized entrance into areas containing Marijuana and Marijuana Products and ensure the safety of Marijuana Establishment employees, Consumers and the general public. Security measures taken by Lucky Green Ladies to protect the Premises, employees, Marijuana Establishment Agents, Consumers and general public shall include, but not be limited to, the following:

- a) Positively identifying individuals seeking access to the Premises of the Marijuana Establishment or to whom or Marijuana Products are being transported pursuant to 935 CMR 500.105(13) or delivered pursuant to 935 CMR 500.145 to limit access solely to individuals 21 years of age or older;
- b) Adopting procedures to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by 935 CMR 500.000 and its enabling statute are allowed to remain on the Premises;
- c) Disposing of Marijuana in accordance with 935 CMR 500.105(12) in excess of the quantity required for normal, efficient operation as established within 935 CMR 500.105;
- d) Securing all entrances to the Marijuana Establishment to prevent unauthorized access;
- e) Establishing Limited Access Areas pursuant to 935 CMR 500.110(4), which, after receipt of a final License, shall be accessible only to specifically authorized personnel, limited to include only the minimum number of employees essential for efficient operation;
- f) Storing all Finished Marijuana Products in a secure, locked safe or vault in such a manner as to prevent diversion, theft and loss;
- g) Keeping all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, Processing or storage, including prior to disposal, of Marijuana or Marijuana Products securely locked and protected from entry, except for the actual time required to remove or replace Marijuana;
- h) Keeping all locks and security equipment in good working order;
- i) Prohibiting keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel;
- j) Prohibiting accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems, to persons other than specifically authorized personnel;
- k) Ensuring that the outside perimeter of the Marijuana Establishment is sufficiently lit to facilitate surveillance, where applicable;
- l) Ensuring that all Marijuana Products are kept out of plain sight and are not visible from a public place, outside of the Marijuana Establishment, without the use of binoculars, optical aids or aircraft;
- m) Developing emergency policies and procedures for securing all product following any instance of diversion, theft or loss of Marijuana, and conduct an assessment to determine whether additional safeguards are necessary;
- n) Developing sufficient additional safeguards as required by the Commission for Marijuana Establishments that present special security concerns;

- o) At Marijuana Establishments where transactions are conducted in cash, establishing procedures for safe cash handling and cash transportation to financial institutions to prevent theft, loss and associated risks to the safety of employees, customers and the general public;
- p) Sharing the Marijuana Establishment's floor plan or layout of the facility with Law Enforcement Authorities, and in a manner and scope as required by the municipality and identifying when the use of flammable or combustible solvents, chemicals or other materials are in use at the Marijuana Establishment; and
- q) Sharing the Marijuana Establishment's security plan and procedures with Law Enforcement Authorities, police and fire departments, if the plans or procedures are modified in a material way, including the addition of plans to deliver directly to Consumers in the case of a Marijuana Retailer or Marijuana Establishment with a Delivery Endorsement.

Lucky Green Ladies 408, LLC's Quality Control and Testing Policy meets or exceeds all requirements under 935 CMR 500: *Adult Use of Marijuana* and Massachusetts General Law, Chapter 94G: *Regulation of the use and distribution of Marijuana not medically prescribed*. Lucky Green Ladies 408, LLC's testing process and procedures contain the following sections:

- Testing of Marijuana
- Handling of Marijuana

## **Quality Control and Testing for Contaminants**

### **Testing of Marijuana**

Lucky Green Ladies 408, LLC shall not sell or otherwise market for adult use any Marijuana or Marijuana Product, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

### **Handling of Marijuana**

Lucky Green Ladies 408, LLC shall handle and process Marijuana and Marijuana Products in a safe and sanitary manner. PM Norton, LLC shall implement the following policies (as applicable to its manufacturing license):

(a) To the extent applicable, Lucky Green Ladies 408, LLC shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's Marijuana Establishment Agents' bare hands; and
5. Packaged in a secure area.

(b) Lucky Green Ladies 408, LLC shall comply with the following sanitary requirements:

1. Any Marijuana Establishment Agent whose job includes contact with Marijuana or non-edible Marijuana Products, shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any Marijuana Establishment Agent working in direct contact with preparation of Marijuana or non-edible Marijuana Products shall conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Lucky Green Ladies 408, LLC shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in packaging and labeling areas and where good sanitary practices require employees

to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

4. Lucky Green Ladies 408, LLC shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Lucky Green Ladies 408, LLC shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of Marijuana Products. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
11. Lucky Green Ladies 408, LLC's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet Lucky Green Ladies 408, LLC's needs;
12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Lucky Green Ladies 408, LLC facility. Plumbing shall properly convey sewage and liquid disposable waste from Lucky Green Ladies 408, LLC facility. There shall be no cross-connections between the potable and wastewater lines;
13. Lucky Green Ladies 408, LLC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
16. All vehicles and transportation equipment used in the transportation of Marijuana Products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Lucky Green Ladies 408, LLC shall comply with sanitary requirements. All ~~501b~~ products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR

## **Personnel Policies including Background Checks**

### **Overview of Personnel Policies and Procedures**

#### **Standard Employment Practices**

Lucky Green Ladies 408, LLC values the contributions of all staff. The Company offers competitive wage and benefits packages. The Company culture promotes a proper work-life balance, boasts a transparent and accessible management team, and fosters a work ethic that focuses on the mission of the Company.

**Written Policies** address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

(SEE NEXT PAGE)

## **Diversion & Related Dismissal Policy**

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

Lucky Green Ladies 408, LLC shall immediately dismiss (zero tolerance) – and immediately report to the Commission and the Norton Police Department – any party who has:

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

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

## **Investigations**

Lucky Green Ladies 408, LLC will investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

## **Disciplinary Policies**

### **Purpose**

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

### **Step 1: Counseling and Verbal Warning**

Step 1 creates an opportunity for the applicable manager to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The manager will review with the employee the nature of the problem and/or violation of Company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

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

### **Step 2: Written Warning**

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Lucky Green Ladies 408, LLC recognizes that this may not always be the case. A written warning indicates an escalation of the performance, conduct, or attendance issues, and explains the consequences.

During Step 2, the manager will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. The manager will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. The manager will develop a written performance improvement plan (PIP) within five (5) business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

### **Step 3: Suspension and Final Written Warning**

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

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

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

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

### **Step 4: Recommendation for Termination of Employment**

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the manager will utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a termination of employment. The Company reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an



employee may be terminated without prior notice or disciplinary action. The manager's recommendation to terminate employment must be approved by the Owner/General Manager.

(SEE NEXT PAGE)

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Lucky Green Ladies 408, LLC and its employees.

### **Appeal Process**

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have three (3) business days after the meeting to present such information to the manager who conducted the meeting.

### **Performance and Conduct Issues Not Subject to Progressive Discipline**

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

### **Documentation**

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

### **Selection Criteria**

1. Management will price positions to market by using local, industry specific survey data
2. The market data will primarily include Marijuana-related businesses and will include survey data for more specialized positions
3. The system will evaluate external equity, which is the relative marketplace job worth of every Marijuana industry job directly comparable to similar jobs at Lucky Green Ladies 408, LLC, factored for general economic variances, and adjusted to reflect the local economic marketplace
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another
5. The compensation system will be flexible enough to ensure that the Company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program

### **Agent Background Checks**

- In addition to completing the Commission's Marijuana Establishment Agent registration

process, all agents hired to work for Lucky Green Ladies 408, LLC will undergo a detailed background investigation prior to being granted access to the facility or commencing work duties.

- Background checks will be conducted on all agents in their capacity as employees for Lucky Green Ladies 408, LLC pursuant to 935 CMR 500.100 and will be used by the General Manager, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a Marijuana Establishment Agent with the licensee
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Lucky Green Ladies 408, LLC will consider:
  - All conditions, offenses, and violations, construed to conform to Massachusetts law
  - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation (juvenile dispositions will not be considered as a factor for determining suitability)
  - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Lucky Green Ladies 408, LLC will:
  - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination
  - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Lucky Green Ladies 408, LLC will consider the following factors:
    - Time since the offense or incident
    - Age of the subject at the time of the offense or incident
    - Nature and specific circumstances of the offense or incident
    - Sentence imposed and length, if any, of incarceration, if criminal
    - Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - Relationship of offense or incident to nature of work to be performed
    - Number of offenses or incidents
    - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered
    - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained
    - Any other relevant information, including information submitted by the subject.
  - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- Upon adverse determination, Lucky Green Ladies 408, LLC will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement
  - After ten (10) business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission
- References provided by the candidate will be verified at the time of hire
- As deemed necessary, individuals in key positions with unique and sensitive access will undergo additional screening, which may include interviews with prior employers or colleagues
- As a condition of their continued employment, Marijuana Establishment Agents are required to renew their Marijuana Establishment Agent ID cards annually and submit to other background screening as may be required by the Company or the Commission

**Personnel Records** at a minimum include:

- Job descriptions for each agent, as well as an organization chart listing the positions
- A personnel record for each Marijuana Establishment Agent. Such records will be maintained for at least seven (7) years after termination of the agent's affiliation with Lucky Green Ladies 408, LLC and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
  - All background check reports obtained in accordance with 935 CMR 500.030
  - Documentation of verification of references
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
  - Documentation of periodic performance evaluations
  - A record of any disciplinary action taken
  - Notice of completed Responsible Vendor Training and eight-hour related duty training
  - A staffing plan that will demonstrate adequate staff coverage
  - Personnel policies and procedures

Procedures includes Policies and Procedures for a plan describing how confidential information will be maintained.

Lucky Green Ladies 408, LLC's personnel policies and procedures, shall include, at a minimum, a Code of ethics; a whistle-blower policy; and a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations;  
*935 CMR 500.105(9)*

## General Overview

Lucky Green Ladies 408, LLC policies regarding record keeping and record-retention will ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of documents. Records will be stored at Lucky Green Ladies 408, LLC's facility in a locked room designated for record retention or in a password protected, secure, cloud-based location. All written records will be available for inspection by the Commission and the host community, upon request.

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

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

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

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

Lucky Green Ladies 408, LLC shall keep and maintain its records in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e). These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of Marijuana Products
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Lucky Green Ladies 408, LLC, including members, if any

**Personnel Records** at a minimum include:

- Job descriptions for each agent, as well as an organization chart listing the positions
- A personnel record for each Marijuana Establishment Agent. Such records will be maintained for at least seven (7) years after termination of the agent's affiliation with Lucky Green Ladies 408, LLC and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
  - All background check reports obtained in accordance with 935 CMR 500.030
  - Documentation of verification of references
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
  - Documentation of periodic performance evaluations
  - A record of any disciplinary action taken
  - Notice of completed Responsible Vendor Training and eight-hour related duty training
  - A staffing plan that will demonstrate adequate staff coverage
  - Personnel policies and procedures

### **Inventory Records**

The record of each inventory review will include, at a minimum, the date of the review, a summary of the findings, and the names, signatures, and titles of the agents who conducted the review.

### **Incident Reporting Records**

Within ten (10) calendar days, Lucky Green Ladies 408, LLC will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Local Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Lucky Green Ladies 408, LLC for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

### **Visitor Records**

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

### **Waste Disposal Records**

When Marijuana or Marijuana Products are disposed of, Lucky Green Ladies 408, LLC will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Lucky Green Ladies 408, LLC agents present during the disposal or handling, with their signatures. Lucky Green Ladies 408, LLC will keep disposal

records for at least seven (7) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

### **Security Records**

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

### **Transportation Records**

Lucky Green Ladies 408, LLC will retain all shipping manifests for a minimum of seven (7) years and make them available to the Commission and host community upon request.

### **Agent Training Records**

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

### **Closure**

In the event Lucky Green Ladies 408, LLC ceases operations, all records will be kept for at least seven (7) years at Lucky Green Ladies 408, LLC's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission and host community. In addition, Lucky Green Ladies 408, LLC will communicate with the Commission during the closure process and accommodate any additional requests the Commission, the host community, or other agencies may have.

### **Written Operating Policies and Procedures**

Policies and Procedures related to Lucky Green Ladies 408, LLC's operations will be updated on an ongoing basis as needed and undergo a review by the Owner/General Manager on an annual basis.

Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110
- Agent security policies, including personal safety and crime prevention techniques
- A description of Lucky Green Ladies 408, LLC's hours of operation and after-hours contact information, which will be provided to the Commission and the host community, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000
- Storage of Marijuana in compliance with 935 CMR 500.105(11)
- Description of the various varieties (strains) of Marijuana to be sold, and the form(s) in which Marijuana will be dispensed
- Procedures to ensure accurate record keeping, including inventory protocols in compliance with 935 CMR 500.160
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
- Alcohol, smoke, and drug-free workplace policies
- A plan describing how confidential information will be maintained
- Policy for the immediate dismissal of any dispensary agent who has:



- Diverted Marijuana, which will be reported the Local Police Department and to the Commission
- Engaged in unsafe practices with regard to Lucky Green Ladies 408, LLC's operations, which will be reported to the Commission
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor
- A list of all executives of Lucky Green Ladies 408, LLC's must be made available upon request by any individual. This requirement pursuant to 935 CMR 500.105(1)(m) may be fulfilled by placing this information on the company website.
- Policies and procedures for the handling of cash on Lucky Green Ladies 408, LLC premises including but not limited to storage, collection frequency and transport to financial institution(s)
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- Lucky Green Ladies 408, LLC's personnel policies and procedures, shall include, at a minimum, a Code of ethics; a whistle-blower policy; and a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; 935 CMR 500.105(9)
- In addition to the written operating policies required under 935 CMR 500.105(1), Lucky Green Ladies 408, LLC will maintain written policies and procedures for the production or distribution of Marijuana Products as applicable, which shall include, but not be limited to:
  - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, shall comply with 935 CMR 500.105(8);
  - Policies and procedures for handling voluntary and mandatory recalls of Marijuana Products. 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 Products from the market, as well as any action undertaken to promote public health and safety;
  - Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana or Marijuana Products are segregated from other Marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the Marijuana or Marijuana Products. The policies and procedures, at a minimum, shall comply with 935 CMR 500.105(12);
  - Policies and procedures for transportation. The policies and procedures, at a minimum, shall comply with 935 CMR 500.105(13);
  - 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, shall comply with 935 CMR 500.105(15);
  - Policies and procedures for the Transfer, acquisition, or sale of Marijuana Products between Marijuana Establishments, and if applicable, MTCs and CMOs;
  - Policies and procedures to ensure that all Edibles are prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

- Policies and procedures for maintaining a product catalogue identifying all types of Marijuana Products actively manufactured at the facility. The catalog shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected Cannabinoid Profile;
- Policies and procedures for ensuring safety in all processing activities and the related uses of extraction equipment in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Safety Code*;
- Policies and procedures for developing and providing Vendor Samples to a Marijuana Retailer. Policies and procedures shall include methods by which the Marijuana Product Manufacturer will adequately track, record, and document all Vendor Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.130(8);
- 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 Product Manufacturer will adequately track, record, and document all Quality Control Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.130(8). Policies and procedures shall further prohibit consumption of Quality Control Samples on the licensed Premises.

### **Record-Retention**

Lucky Green Ladies 408, LLC will meet Commission and the host community record keeping requirements and retain a copy of all records for seven (7) years, unless otherwise specified in the regulations.

### **Monthly Systems Audit for Malware**

Pursuant to 935 CMR 500.140(6)(d), Lucky Green Ladies 408, LLC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Lucky Green Ladies 408, LLC will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Lucky Green Ladies 408, LLC will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Lucky Green Ladies 408, LLC will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000. Lucky Green Ladies 408, LLC will utilize separate accounting practices at the point of sale to track Marijuana Product sales and non-Marijuana sales.

### **Other**

Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by Lucky Green Ladies 408, LLC, but need not be tracked in the Seed-to-sale SOR

For non-Marijuana or non-Marijuana Product sales, Lucky Green Ladies 408, LLC shall comply with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: *Record Retention and DOR Directive* 16-1 regarding record keeping requirements.

## **Maintenance of Financial Records**

Lucky Green Ladies 408, LLC shall implement the following policies for Recording Sales:

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

### **Qualifications and Intended Training**

Records of completion of internal training and the Responsible Vendor Training will be maintained as normal business records. All Marijuana Establishment Agent training will occur in compliance with 935 CMR 500.105(2)

Training shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.

#### **Pre-training Staff Qualifications**

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

Lucky Green Ladies 408, LLC will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Lucky Green Ladies 408, LLC discovers any of its agents are not suitable for registration as a Marijuana Establishment Agent, the agent's employment will be terminated, and Lucky Green Ladies 408, LLC will notify the Commission within one (1) business day that the agent is no longer associated with Lucky Green Ladies 408, LLC.

**SEE PAGE 2**

## **Responsible Vendor Training**

Responsible Vendor Training Program under 935 CMR 500.105(2)(b): Agents responsible for tracking and entering product into the Seed-to-sale METRC® must receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.

1. All current staff of Lucky Green Ladies 408, LLC will attend and successfully completed a Responsible Vendor Training Program on an annual basis.
  - a. Program to be offered by Cannabis Trainers.
2. Once a Licensee is designated a "Responsible Vendor," all new employees will successfully complete a Responsible Vendor Training Program within 90 days of hire
3. After initial successful completion of a Responsible Vendor Training Program, all Lucky Green Ladies 408, LLC staff will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor"
4. Administrative employees who do not handle or sell Marijuana will be encouraged to take the "Responsible Vendor" program on a voluntary basis to aid in compliance
5. Lucky Green Ladies 408, LLC will maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission, the host community, and any other applicable licensing authority on request during normal business hours
6. Certification Training Program Standards
  - a. No owner, manager or employee of a Responsible Vendor Program shall have an interest in a licensed Marijuana Establishment
  - b. Program providers shall submit their programs to the Commission every two (2) years for approval as a Responsible Vendor Program
  - c. The program shall include at least two hours of instruction time
  - d. The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified
  - e. The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three (3) years
  - f. The program provider shall make the records available for inspection by the Commission and any other applicable licensing authority on request during normal business hours
  - g. The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee
  - h. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better
  - i. Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better
  - j. Program providers shall solicit effectiveness evaluations from individuals who have completed their program

## **New Hire Training**

All agents undergo extensive training in order to ensure that Lucky Green Ladies 408, LLC operates in full compliance with all applicable regulations. All training is documented, and documentation is placed in individual employee records. All employees will attend an initial 3-day Employee Educational Course.

Training will include:

1. Security procedures, including:
  - a. Entrance/exit procedures
  - b. Attempted robbery procedures
  - c. Diversion monitoring
  - d. Protocol for when an agent loses an ID card or key fob
2. Emergency Procedures, including:
  - a. Fire response
  - b. Medical emergency response
  - c. Natural disaster response
  - d. Power outage response
3. Personnel Policies
  - a. Vacation time
  - b. Sick leave
  - c. Clock in/clock out protocol
  - d. Non-discrimination/harassment policy
  - e. Drug and alcohol policy
4. Role specific procedures, including:
  - a. Inventory control procedures
  - b. How to operate our point of sale terminals and complete transactions
  - c. Marijuana storage procedures
  - d. Customer check in procedures
  - e. Inventory receiving procedures
  - f. Inventory waste procedure

Ongoing education is recommended, and employees will be encouraged attend courses regularly at Lucky Green Ladies 408, LLC and pursue the highest levels of Marijuana Establishment Agent qualification. To assure a high degree of motivation, financial incentives will be provided to staff that achieves certain training and knowledge benchmarks.

## **Energy Compliance Plan**

Best management practices will be used to reduce energy, engage in energy conservation, and mitigate negative environmental impacts.

The manufacturing space is completely built out. Lucky Green Ladies 408, LLC can confirm that the professional services of an MA Licensed Mechanical Engineer to maintain, repair, and identify energy savings opportunities and recommendations, for optimal facility equipment choices based on energy usage were utilized. Monthly energy provider (National Grid) statements will be accessed, and needed adjustments will be made based on such data. The principles of “Reduce, Reuse, and Recycle” are implemented throughout the entire company, and we continually look for new and innovative ways to reduce our carbon footprint and use recycled and/or reusable products as the business expands.

### **Sourcing Products from Energy-efficient Cultivators and Product Manufacturers**

Lucky Green Ladies 408, LLC will seek to source products that are sustainably grown and manufactured.

### **Sustainability in Overall Operations**

Lucky Green Ladies 408, LLC is dedicated to being environmentally sustainable throughout the entire operation. To create an energy efficient work space, Lucky Green Ladies 408, LLC will:

- Use of energy efficient smart monitors in our security and employee breakroom area
- Equip our facility with motion detecting lights to conserve energy when the lighting is not needed
- Utilize dimmable LED lighting
- Use Simple Green cleaning products-which are nontoxic, safer for use and sustainably sourced
- Equip our restrooms with measured paper towel dispensers to avoid overuse
- Install low flow toilets
- Install smart thermostats for greater energy efficiency
- Provide recycle bins and specially marked recycle baskets to maximize recycling (including a separate bin for food waste, napkins, etc., that can be composted)
- Provide staff with ecofriendly re-usable drinking straws – these unbreakable straws are made of annealed (strengthened) borosilicate glass, the strongest glass available

Lucky Green Ladies 408, LLC shall consider 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. 935 CMR 500.105(15).

Lucky Green Ladies 408, LLC shall explore strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). 935 CMR 500.105(15)

Lucky Green Ladies 408, LLC shall engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)

## **Diversity Plan**

### **Statement of Purpose:**

Lucky Green Ladies 408, LLC is a 100% female owned and operated company committed to promoting, encouraging, and supporting economic empowerment and diversity in market participation. Lucky Green Ladies intends to lead the cannabis community on this front by assembling a diverse workforce consisting of minorities, women, veterans, people with disabilities, people that identify as LGBTQ+, and people varying socio-economic backgrounds.

To ensure robust diversity participation at Lucky Green Ladies, priority hiring, training, and advancements will be implemented company wide. The following is a list of diversity-focused plans and goals that will be implemented:

### **Hiring and Diversity Goals (GOAL 1):**

- a. At least 50% women
- b. At least 25% people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, veterans (10%), people with disabilities (10%), and LGBTQ (10%).
- c. Preference will be afforded to residents of the host community (Norton).

### **Strategies and Programs (GOAL 1):**

How we will recruit staff:

- a. Local hiring by:
  - i. Posting the position to the Town's web site (as needed)
  - ii. Posting to the Norton Facebook page (as needed)
- b. Diverse hiring by:
  - i. Coordinating with the Norton Veteran's Officer at Town Hall (check in as needed)
  - ii. Posting available positions which state that Lucky Green Ladies is specifically looking for women, minorities, LBGTQ+, or persons with disabilities to work for the establishment to:
    - i. Indeed (as needed)
    - ii. MassCBA (as needed)
    - iii. On LGL website
  - iii. Recruit from state and local employment staffing groups such as:
    - i. Cannabis Staffing Group ([Cannabis Staffing Services | Marijuana staffing & recruiting services \(cannabisstaffinggroup.com\)](#))
    - ii. THC Staffing Group ([THC Staffing Group | The Revolution is Hiring](#))
  - iv. Participate in local job fairs including
    - i. Mass CBA (as needed)



- ii. Elevate Northeast (as needed)
- v. Attend community group meetings in and around Norton, Mansfield, and/or Taunton, to promote our hiring needs, as need

Recruiting efforts will commence no later than upon receipt of our provisional license

**Measurements (GOAL 1):**

We will maintain statistics on staffing by diversity group (Veterans, minorities and POC, disabled staff, LGBTQ+). These statistics will be updated in any month where a staff change takes place (hiring or termination) and will track within each group the staffing level (front of house staff, management staff, back of house production staff, delivery teams, etc.) and aggregate hours worked by individuals within a group.

These numbers will be assessed from the total number of individuals hired to ensure that our goal of 50% women, 25% minorities (people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people), 10% veterans, 10% persons with disabilities, and 10% LBGTQ+ is met.

**GOAL 2:** Ensure that **30%** participants in our supply chain and ancillary services are owned/managed by minority groups (people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people); women, veterans, people with disabilities, and/or LGBTQ+ individuals (herein referred to as Plan Populations).

Of the 30% of participants in our supply chain and ancillary services:

- 30% will be minorities (people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people)
- 25% will be veterans
- 20% will be women
- 20% will be LGBTQ+
- 5% persons with disabilities

**Proposed Initiative (GOAL 2):** To accomplish this goal, Lucky Green Ladies will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by Plan Populations. In addition, to accomplish this goal Lucky Green Ladies will use the **Commission's licensing tracker** and search for licensee's with a DBE priority status. Lucky Green Ladies will then reach out to these businesses to initiate supply agreements. Lucky Green Ladies will reach out to priority status suppliers as when needed but at a minimum, on a **monthly basis**.

**Metrics and Evaluation (GOAL 2):** Lucky Green Ladies will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of members of its supply chain who meet this requirement. This number will be assessed from the total number of suppliers to

ensure that 30% of all suppliers fall within this goal. Lucky Green Ladies will give priority to these businesses. Lucky Green Ladies will check progress **semi-annually** to ensure our goal will be met upon the renewal of its license each year.

**Disclaimer:**

As a Social Equity participant with limited capital resources, Lucky Green Ladies will **not** make monetary donations to institutions serving or helping the specifically stated diversity populations. If Lucky Green Ladies is successful in business operations, we will consider making monetary donations as a diversity goal after our first license renewal.

**Acknowledgments**

- a. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and
- b. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.