Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284345

Original Issued Date: 03/27/2023

Issued Date: 02/08/2024

Expiration Date: 03/27/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 220 ONEIL LLC

Phone Number: 508-789-7421 **Email Address:** srube32@gmail.com

Business Address 1: 220 O'Neil Boulevard **Business Address 2:**

Business City: Attleboro **Business State:** MA **Business Zip Code:** 02703

Mailing Address 1: 220 ONeil Boulevard **Mailing Address 2:**

Mailing City: Attleboro **Mailing State:** MA **Mailing Zip Code:** 02703

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 **Percentage Of Control:** 51

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

First Name: Samvel **Last Name:** Arustamyan **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44 **Percentage Of Control:** 44

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

First Name: John **Last Name:** Ferreira **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5 **Percentage Of Control:** 5

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

First Name: William **Last Name:** Flanagan **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Decline to Answer

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: Adam **Last Name:** Hostetter **Suffix:**

Types of Capital: Monetary/Equity, Buildings, Other (Specify), Land **Other Type of Capital:** Business Ownership (Complete Home Group) **Total Value of the Capital Provided:** $10000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Samvel **Last Name:** Arustamyan **Suffix:**

Marijuana Establishment Name: The Holistic Concepts, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 220 O'NEIL BOULEVARD

Establishment Address 2:

Establishment City: Attleboro **Establishment Zip Code:** 02703

Approximate square footage of the establishment: 3500 **How many abutters does this property have?:** 15

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	220 ONeil. Special Permit.Variance.pdf	pdf	6227b38a177b01078937dce3	03/08/2022
Plan to Remain Compliant with Local Zoning	ZBA Compliance Plan.pdf	pdf	6227b3de177b01078937dcef	03/08/2022
Community Outreach Meeting Documentation	Attachements.A.and.C_220 Comm.Outreach.Meet.Notice.Abbutters.List.pdf	pdf	62601ebb3eefeb000a33cc5a	04/20/2022
Community Outreach Meeting Documentation	Comm.Outreach.Docs.Newspaper_Notice.Attach_A_B.pdf	pdf	62879be03bea2b0008c1ada2	05/20/2022
Certification of Host Community Agreement	Executed HCA Certification.CCC.Form.pdf	pdf	62f3c4957deb3b0009ffac75	08/10/2022

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	New.Hope.Support.Letter.5.5.22.pdf	pdf	627511ac4d83ec000a4379e2	05/06/2022
Plan for Positive Impact	Plan to Positively Impact_Final 6-17-22_Response to RFI 6-17-22.pdf	pdf	62b5dac09ff11700081f61bd	06/24/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Samvel **Last Name:** Arustamyan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: John **Last Name:** Ferreira **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: William **Last Name:** Flanagan **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	Articles.ORG..pdf	pdf	62338a5d43c5a4074731c3a2	03/17/2022
Bylaws	Op.Agrmt.220.AH.pdf	pdf	6238a2cb94e880000985fd6f	03/21/2022
Secretary of Commonwealth - Certificate of Good Standing	Good Standing_MA Sec.pdf	pdf	6238df5b2ff0a70007d4dced	03/21/2022
Department of Revenue - Certificate of Good standing	Good.Standing.Cert.DOR.pdf	pdf	624b07a6c91bef000954cbc8	04/04/2022
Secretary of Commonwealth - Certificate of Good Standing	Good.Standing.Cert.in.Lieu.DUA.pdf	pdf	62753a9c560e3c00088db690	05/06/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR CGS - 220 O'Neil LLC.pdf	pdf	6579f3128a09310008d4747f	12/13/2023
Department of Revenue - Certificate of Good standing	Green City - DUA Affidavit - Signed.pdf	pdf	6585e4730f1a2500089f3a59	12/22/2023
Secretary of Commonwealth - Certificate of Good Standing	220 ONeil LLC - MA SOS CGS.pdf	pdf	6585e47bfa86d00008c10213	12/22/2023

Massachusetts Business Identification Number: 001460059

Doing-Business-As Name: Green City

DBA Registration City: Attleboro

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	6230f5ba6670b20768e7fe96	03/15/2022
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	6230f5f109efaa0768b92ac0	03/15/2022
Proposed Timeline	Timeline - Green City - 12.8.23.pdf	pdf	65737b004a8d510008a3c231	12/08/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana Products.pdf	pdf	6230f626177b01078938046b	03/15/2022
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	6230f6360034de07b094a96a	03/15/2022
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	6230f646440815076f41837c	03/15/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	6230f66311f5a30789d9b66d	03/15/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	6230f6720d00f5077626e945	03/15/2022
Inventory procedures	Inventory Procedures.pdf	pdf	6230f6a86670b20768e7fe9c	03/15/2022
Quality control and testing	Quality Control and Testing.pdf	pdf	6230f6ba440815076f418380	03/15/2022
Dispensing procedures	Dispensing Procedures.pdf	pdf	6230f6ce4dd71307b79d09a3	03/15/2022
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	6230f6ed177b010789380475	03/15/2022
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	6230f6f911f5a30789d9b671	03/15/2022
Qualifications and training	Qualifications and Training.pdf	pdf	6230f71f177b01078938047b	03/15/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6230f72d7641f907553ecbaf	03/15/2022
Personnel policies including background checks	Personnel policies including background checks.pdf	pdf	6231001a32b90c07941aa1aa	03/15/2022
Transportation of marijuana	Transportation of Marijuana.V2.pdf	pdf	626023735e5622000828dfef	04/20/2022
Security plan	Security.Plan.MJA.Revised.V3.pdf	pdf	6283fbbd3bea2b0008be33e4	05/17/2022
Diversity plan	Diversity Plan_V14_Response to RFI 8-4-22.pdf	pdf	62f3c5261e960b0009fa5551	08/10/2022

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: The business has yet to receive authorization to commence sales and therefore has not begun to implement its PIP.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: The business has yet to receive authorization to commence sales and therefore has not begun to implement its Diversity Plan but is in the process of hiring.

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 8:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 8:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 8:00 PM
Thursday From: 9:00 AM	**Thursday To:** 8:00 PM
Friday From: 9:00 AM	**Friday To:** 8:00 PM
Saturday From: 9:00 AM	**Saturday To:** 8:00 PM
Sunday From: 10:00 AM	**Sunday To:** 6:00 PM

*** Electronic Recording ***
Doc# 00068374
Bk: 27603 Pg: 291 Page: 1 of 9
Recorded: 12/17/2021 09:39 AM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

City Of Attleboro, Massachusetts
ZONING BOARD OF APPEALS
GOVERNMENT CENTER, 77 PARK STREET
ATTLEBORO, MASSACHUSETTS 02703
TEL 508.223.2222 FAX 508.222.3046

RECEIVED
CITY OF ATTLEBORO
CITY CLERK
2021 NOV 10 PM 3:09

Attention: **This special and variance permit SHALL NOT take effect until a copy of this decision is recorded with the Bristol County Registry of Deeds; furthermore, the Building Inspector SHALL NOT issue a permit until the recipient submits certification of said recordation.** The copy of the decision so recorded must bear certification of the City Clerk stating: **(a)** that twenty (20) days have elapsed after the decision has been filed with the Office of the City Clerk; and that **(b)** either no appeal has been filed or that an appeal has been filed within said twenty (20) days. Any person exercising rights under a duly appealed special permit does so at the risk that a court will reverse the permit and that any construction performed under the permit may be ordered undone. The undersigned certifies that he is the duly elected City Clerk of the City of Attleboro; that the following decision of the Zoning Board of Appeals on the application of **220 ONEIL, LLC** was filed with the Office of the City Clerk on Nov. 10, 2021; that twenty (20) days have elapsed since the filing of this decision with the office of the City Clerk; and that within said twenty (20) days (Clerk to check applicable line):

☒ This office has received no notice of appeal pursuant to MGL Ch. 40A, §17.

☐ This office received notice of an appeal pursuant to MGL. Ch. 40A, §17, which has been filed in the _____ Court entitled _____ vs. Attleboro Zoning Board of Appeals.

STEPHEN K. WITHERS
CITY CLERK

Dec. 16, 2021

DECISION

ACTION TO GRANT SPECIAL PERMIT

"220 ONEIL, LLC"
CASE #5556
220 O'NEIL BOULEVARD

OCTOBER 28, 2021

CASE #5556: The application of 220 ONEILL, LLC for a special permit pursuant to §17–9.0 SPECIAL PERMITS under §17–10.15 MARIJUANA BUSINESS USES to establish a marijuana retail sales business and a variance pursuant to §17–8.9 VARIANCES from the minimum required distance between a proposed marijuana business and a place where children commonly congregate (a gymnastics studio on East Street) pursuant to §17–10.15(G)(3)(B)(4) MARIJUANA BUSINESS USES, the subject premises being located at 220 O'Neil Boulevard, more specifically Assessor's plat #46, lot #56A and #58A, located in the Industrial zoning district.

A True Copy
Attest:
City Clerk of Attleboro, MA

In accordance with the provisions of the General Laws of the Commonwealth and the ZONING ORDINANCE, the Clerk of the Board notified the public and other parties–in–interest of a public hearing to be held on such application in the Council Chambers on August 12, 2021 by causing a notice thereof to be published on July 28, 2021 and August 4, 2021 in the Sun Chronicle, a newspaper of general circulation in said City of Attleboro, and by mailing a copy of such notice to all persons owning real estate, in accordance with MGL Chapter 40A, §11, as shown by the most recent Assessor's map(s) on July 27, 2021. Pursuant to such advertisement and notice, the Board held a public hearing on said application on August 12, 2021, which was subsequently closed on October 28, 2021. Prior to said hearing, the Board inspected the property involved. At said hearings, attorney Edward Casey of Coogan Smith, LLP with an office at 144 Bank Street, Attleboro, MA 02703, traffic engineer Elizabeth McChesney of Crossman Engineering with an office at 103 Commonwealth Avenue, North Attleboro, MA 02763, and Michael Allen of Armstrong Security, LLC with an office at 47 Bailey Drive, Rochester, NH 03868 spoke in favor of the application. Frank Cook of 32 Division Street, Attleboro, MA 02703 and Rich Owens of 66 Cummings Street, Attleboro, MA 02703 spoke in opposition.

From the statements in the application, the testimony at the hearing, and the Board's inspection of the property, the Board finds the following facts, viz: The subject property is designated as lots #56A and #58A on Assessor's plat #46 located at 220 O'Neil Boulevard in the Industrial zoning district; and having a frontage of 240 feet, a depth of 170 feet, and an area of 41,310 square feet. Speaking in favor was attorney Edward Casey of Coogan Smith, LLP who requested the Board to continue the public hearing to September 9, 2021. There being no one else to speak, Kent Richards made a motion to continue the public hearing. Sandra Varrieur seconded the motion. All voted in favor to continue the public hearing. **At the continued hearing of September 9, 2021,** attorney Edward Casey stated that they are requesting a special permit to operate a marijuana retail sales business and a variance from the minimum five hundred (500') foot distance between such a facility and a gymnastics studio which is considered a place where children commonly congregate. He stated that they are proposing to occupy 3,450 square feet of the existing building. He stated that the balance of the building will remain vacant, as there are no plans at the present time to utilize the space. He noted that it is possible in the future that the vacant space may be occupied, but that there are no intentions for it at this time. He stated that the twenty–eight (28) off–street parking spaces are dedicated to the proposed marijuana business, which they propose to restripe. He stated that the balance of the parking spaces on the site are going to be reserved for the future use that may occupy the vacant floor space. He stated that they are proposing to install an 8–foot high fence around the entire perimeter of the property as part of their security plan. He noted that three sides will be an 8–foot chain link fence and the front, the section along O'Neil Boulevard, will be an 8–foot high industrial grade aluminum fencing to improve aesthetics. He stated that there will be two rolling gates along O'Neil Boulevard to allow access to the site. He stated they anticipate a maximum of 23 employees to work at the facility at any one time. He stated that the proposed hours of operation are Mondays through Saturdays from 9:00 a.m. to 8:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m. He submitted a certificate with the legal name of the business and provided the emergency after–hours contact, Mr. Adam Hostetter. He noted that they have developed a security plan, but they are in discussions with the Police Chief and are in the process of revising that plan based on his feedback. Speaking in favor of the application was Michael Allen, the security advisor for the proposed project. He stated that prior to working as a security advisor for marijuana businesses, he served for 30 years on the Rochester, NH Police Department and also as its Chief. He stated that since retiring, he has worked as an independent consultant for more than a dozen cannabis companies developing security and operational plans. He stated that marijuana businesses are deemed high–risk, much like banks and jewelry stores, and therefore employ security features like video cameras, access controls, alarm systems, back–up power sources and servers, and motion detectors. He presented the floor plan and explained the interior flow of customers entering and exiting. He stated that the identification of all customers will be scanned to ensure they are 21 years old or older and would be buzzed–in through a controlled door that allows access to product display areas and the dispensary floor where retail sales are transacted. He stated that they will utilize two separate *points of sale.* One express POS dedicated for pre–orders and the other POS for purchases made on the premises. He noted that the exit vestibule has an air lock with two sets of doors, which prevents anyone from entering through the exit door.

He stated that the back of the facility contains the vault and receiving area that is contained by a vehicle trap. Director of Planning and Development Gary Ayrassian asked for clarification that delivery trucks do not drive into the building to unload cannabis products but rather unload supplies outside and manually bring them inside. Mr. Allen stated that is correct. Mr. Ayrassian asked whether they addressed the issue raised by Police Chief Heagney regarding the interior wall that would serve to separate the marijuana retail business from the balance of the building that will remain vacant. Mr. Allen explained to the Board that Chief Heagney wanted to ensure that the interior shared wall between the marijuana business and the vacant portion of the building is adequately secured and that to address this, they are proposing to install security mesh, which is a steel grating built into the sheet rock to prevent penetration. He noted that they will also be using motion sensors throughout the facility to detect intrusions. He stated that police will have 24/7 real–time access to all of the cameras. He stated that the police could even have officers install an app on their phone to view the camera output no matter where they are. He stated that such approaches even improve security for the surrounding neighborhood. Sandra Varrieur inquired about the proposed exterior lighting. Attorney Casey replied that they are proposing security lighting, but have not yet developed a photometric lighting plan. Mr. Allen stated that they are preparing the plan and intend to submit it to the Board and Police Department soon. Sandra Varrieur asked whether the camera on the rear of the building has been adjusted to a triple–headed camera to allow views in all directions. Mr. Allen answered yes. Mr. Ayrassian requested that rather than submitting the follow–up revised plans and additional information such as parking, fencing, lighting, security, and landscaping to the Board as they become available, that they submit the materials all at the same time in a single supplemental package. Speaking in favor of the application was the traffic engineer, Elizabeth McChesney of Crossman Engineering. She stated that the proposed 3,450 marijuana business requires 23 off–street parking spaces and that they are proposing 28 off–street parking spaces. She stated that since marijuana businesses are such a new use, there is limited trip distribution data in the ITE handbook. She stated that alternatively, they looked at existing sites with similar land uses for comparative purposes to establish trip distribution data for the site at 220 O'Neil Boulevard. She stated that they used the newly opened marijuana dispensary Apotho Therapeutics in Plainville for comparative purposes because this facility distributes only recreational marijuana and is of a similar size to the site proposed on O'Neil Boulevard. She noted that Apotho Therapeutics is located on Route 1, which is actually more accessible to the highway and on a more traveled route, so would serve as a conservative comparison. She stated that she also considered using Nova Farms on Extension Street in Attleboro for comparative purposes, but that she later changed her mind because it has a loyal customer base and is located on a dead–end street in an industrial zone that is served by County Street which has a high traffic volume capacity. Senior Land Use Planner Stephanie Davies stated that she's heard several different numbers at this point regarding the existing number of off–street parking spaces on the premises and the number to be dedicated to the proposed use. She stated that it is the Board's expectations that the accurate number of off–street parking spaces on the premises needs to be shown on the revised plan, that the number to be dedicated to the proposed use be clearly labeled on the revised plan, and that all the parking spaces ought to be restriped on the parking lot. Mr. Ayrassian asked whether they are proposing to resurface the entire parking lot. Attorney Casey replied yes. Mr. Ayrassian suggested that they include a table on the revised site plan showing the minimum requisite number of off–street parking stalls associated with the proposed use and the total number of off–street parking spaces that exist on the site. He stated that the traffic engineer should submit to the Board a professional attestation that the proposed number of off–street parking stalls that are proposed to be dedication to the use will be sufficient. Ms. Davies pointed out that it has been found that the proposed minimum amount of parking is typically insufficient for these uses. Mr. Allen pointed out that the market for marijuana will soon level off, as it will be saturated with cannabis products. He stated that he does not anticipate the intense levels of traffic experienced by other dispensaries to materialize at the O'Neil Boulevard site. Mr. Ayrassian asked if any signage is being proposed at this time. Attorney Casey replied no, and stated that 220 O'Neil, LLC will comply with the requirements of the ZONING ORDINANCE should they propose any such signage in the future. Attorney Casey stated his understanding that the requisite minimum distance of 500 feet between marijuana uses and locations where children gather is predicated on the fact that cannabis can be an attractive nuisance to youth. He noted that underage users cannot access the facility or purchase its product, but the ZONING ORDINANCE is clear. He stated that the variance they have requested is due to a

gymnasium located on East Street. He stated that the required distance is measured as a straight line, but that in terms of walking from one facility to another, the distance is greater than 500–feet. He noted that due to the proposed fences, the likelihood of children accessing the site is minimal. He stated that he believes a variance being granted in this case still honors the spirit of the Ordinance. Speaking in opposition to the application was Frank Cook of 32 Division Street who stated that he served on the Municipal Council for over 30 years, including as President when the Marijuana Ordinance was being developed. He stated that the rationale in regards to the 500–foot limit was to force the placement of such facilities deep in industrial parks where there is not likely to be much foot traffic. He stated that they were aware of the negative impacts of this particular product on children and the Council sought to discourage their being influenced by the product at a young age. Johnny Bender asked what is his specific objection to the variance. Mr. Cook replied that he felt the Ordinance should be applied as written and that locations closer than 500–feet to where young people congregate should not be permitted. Johnny Bender reasoned that as it is a gymnastic studio, the use occurs indoors and that most children will be driven there and picked–up by their parents, so can avoid the proposed facility. He asked given that thinking, whether Mr. Cook still felt the spirit of the ordinance would be violated. Mr. Cook stated that he is familiar with the gym in question, as his daughter went there years ago. He stated that he felt it was important to maintain the separation with no exceptions. He stated that just driving by and seeing the facility can be influential on children. He stated that he felt this was one of the most important restrictions the Council has developed in all the many years of the ZONING ORDINANCE'S existence. Johnny Bender asked how long ago the marijuana ordinance was passed. Mr. Cook replied in either 2015 or 2016. He emphasized that the development of the language was not rushed. There being no one else to speak, the public hearing was continued. **At the continued public hearing of October 28, 2021,** attorney Edward Casey stated that updated plans, which included the photometric information, had been submitted. He explained that previously, their traffic engineer had determined that the number of parking spaces required under the Zoning Ordinance was 23, and 25 under the ITE, but suggested that 30 would be a more conservative number. He stated that their engineer has redesigned the site with the standard 10'x20' stalls and 61 total spaces. He stated that they intend to dedicate all 61 of the parking spaces to the cannabis use until a second use is proposed for the site, at which point the parking will be divided up. He stated that there is a pre–existing, non–conforming manifold sign on the premise that they intend to utilize. He stated that the name for the facility is still being decided, so they understand that they will likely have to return to the Board for a special permit to alter a pre–existing, non–conforming structure when they have a design ready to go. He stated that the Police Chief has fully reviewed the security plan and indicated that he is satisfied. He stated that they are proposing an aluminum fence that mimics wrought iron along the frontage of the property, with regular chain link along the sides and rear. Mr. Ayrassian asked what use the Council approved for Cannatech at this site. Attorney Casey replied a 3,000 square foot medical marijuana dispensary. Sandra Varrieur sought to confirm that the proposed business hours are Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sundays from 10:00 a.m. to 6:00p.m. Attorney Casey replied yes. Speaking in opposition was Rich Owens of 66 Cummings Street, who stated that he is concerned with the potential increase in nefarious or criminal activity in the area as a result of the proposed marijuana success. He stated that the neighborhood is going to be adversely impacted by this business. He stated that although he expects such facilities carry insurance to cover their losses, he asserted there are no such protections for the surrounding neighborhood. He also expressed concern about the site's aesthetics due to all of the security and that the apparent security increases it as a target for nefarious activities. Mr. Ayrassian stated that the Zoning Board has reviewed a number of these facilities and that the Police Chief is always deeply involved. He stated that the Police Department has direct access to the cameras on–site, as well as other security features that are not discussed publically and are only made available to the Police Chief. He stated that security fencing around such facilities is a standard requirement by both the Board and Police Chief. Ms. Davies noted that attempts were made to improve the aesthetics by changing the chain link along O'Neil Boulevard to a wrought iron look and to eliminate the barbed wire atop the fencing. Mr. Owens emphasized his concern with having a facility nearby that warrants that much security. Speaking in rebuttal was Michael Allen who stated that he has helped develop design measures for marijuana businesses across the state and he can attest that he is not aware of criminal activity occurring at any of those sites. He stated that most of the security features are dictated by the state's CCC and are strictly enforced by the Attleboro Police

Chief. He stated that the Police Chief often requires security enhancements in addition to those mandated by the CCC. He stated that from his perspective as a former law enforcement professional, such facilities are a benefit to the neighborhood, as they improve security for the area and are more closely watched by police. The Board read the request from attorney Casey for an extension of time to November 30, 2021. Kent Richards made a motion to grant an extension of time to November 20, 2021. Sandra Varrieur seconded the motion. All voted in favor to grant an extension of time to November 20, 2021. There being no one else to speak, the public hearing was closed.

A. Kent Richards made a motion to **GRANT** a variance pursuant to §17–8.9 VARIANCES of two hundred seventy–six (276') feet from the minimum requisite distance of five hundred (500') feet pursuant to §17–10.15(G)(3)(B)(4) MARIJUANA BUSINESS USES between a proposed marijuana business and a place where children commonly congregate (the gymnastics studio on East Street). Sandra Varrieur seconded the motion.

In accordance with §17–8.9 VARIANCES of the ZONING ORDINANCE, the Board finds the following pertaining to the requested variance: That owing to circumstances relating to the unique shape and contour of the land, and especially affecting such land and structure, but not generally affecting the zoning district in which it is located, a literal enforcement of the provisions would constitute a hardship to the petitioner. The Board further finds that the requested variance could be granted without detriment to the public good and without nullifying or derogating from the intent and purpose of the ZONING ORDINANCE.

Roll Call vote to **GRANT** recorded:

Catherine Merkle	**YES**
Kathy Rautenstrauch	**YES**
Sandra Varrieur	**YES**

B. Kent Richards made a motion to **GRANT** a special permit pursuant to §17–9.0 SPECIAL PERMITS under §17–10.15 MARIJUANA BUSINESS USES to establish a marijuana retail sales business at 220 O'Neil Boulevard pursuant to §17–3.4(11C) TABLE OF USE REGULATIONS – COMMUNITY FACILITIES, as shown on the site plan entitled "PROPOSED SITE PLAN OF 220 ONEIL IN ATTLEBORO, MASSACHUSETTS 02703", drawn by James D. Smith, R.A., 522 Bay Lane, Centerville, MA 02632, dated August 26, 2021, and received through October 25, 2021. Kathy Rautenstrauch seconded the motion.

In accordance with §17–9.4 STANDARDS FOR GRANTING PERMITS of the ZONING ORDINANCES, the Municipal Council finds the following:

1. The Board finds that the requested use is allowed under §17–3.4(11C) TABLE OF USE REGULATIONS – COMMUNITY FACILITIES as a special permitted use in the district for which application is made.

2. The Board finds that the requested use will not cause undue traffic congestion or impair pedestrian safety.

3. The Board finds that the requested use will not overload any municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety, or the general welfare.

4. The Board finds that the requested use will not have a severe undesirable effect on the neighborhood, public or environment that would be lessened significantly by denying or modifying the requested permit.
5. The Board finds that standard 5 of §17–9.4 STANDARDS FOR GRANTING PERMIT is satisfied, as application pursuant to the provisions of §17–10 SPECIAL REGULATIONS has been filed.

6. The Board finds that standard 6 of §17–9.4 STANDARDS FOR GRANTING PERMIT is not applicable to this application.

Roll Call vote to **GRANT** recorded:

Catherine Merkle	**YES**
Kathy Rautenstrauch	**YES**
Sandra Varrieur	**YES**

1. The Board has found that the petitioner has met all applicable standards for the granting of the requested variance. Therefore, the Board hereby **GRANTS** a variance pursuant to §17–8.9 VARIANCES of two hundred seventy–six (276') feet from the minimum requisite distance of five hundred (500') feet pursuant to §17–10.15(G)(3)(B)(4) MARIJUANA BUSINESS USES between a proposed marijuana business and a place where children commonly congregate (the gymnastics studio on East Street).

2. The Board has found that the petitioner has met all applicable standards for the granting of the requested special permit. Therefore, the Board **GRANTS** a special permit pursuant to §17–9.0 SPECIAL PERMITS under §17–10.15 MARIJUANA BUSINESS USES to establish a marijuana retail sales business at 220 O'Neil Boulevard pursuant to §17–3.4(11C) TABLE OF USE REGULATIONS – COMMUNITY FACILITIES, as shown on the site plan entitled "PROPOSED SITE PLAN OF 220 ONEIL IN ATTLEBORO, MASSACHUSETTS 02703", drawn by James D. Smith, R.A., 522 Bay Lane, Centerville, MA 02632, dated August 26, 2021, and received through October 25, 2021.

THE GRANT OF THE RELIEF IS SUBJECT TO THE FOLLOWING TWENTY–NINE (29) CONDITIONS

1. That the benefits authorized by the variance shall lapse if not exercised within one (1) year from the date which is twenty (20) days after this decision is filed with the Office of the City Clerk and no appeal has been filed in accordance with MGL CH. 40A §17; or if such appeal is filed, then the variance shall lapse if it has not been exercised within one (1) year after such appeal is resolved by way of a settlement, dismissal, or final judgment and the exhaustion of judicial appeals.

2. That the benefits authorized by the special permit shall lapse if not exercised within one (1) year from the date which is twenty (20) days after this decision is filed with the Office of the City Clerk and no appeal has been filed in accordance with MGL CH. 40A §17; or if such appeal is filed, then the special permit shall lapse if it has not been exercised within one (1) year after such appeal is resolved by way of a settlement, dismissal, or final judgment and the exhaustion of judicial appeals.

3. That in the event this decision is appealed by either the recipient of this decision or by any party–in–interest as defined by MGL Ch. 40A, §11, any construction activities performed on–site in association with the benefits authorized by this special permit shall be conducted at the petitioner's own risk. That in the event the court reverses

the approval of this special permit, it shall be understood that any construction performed under this special permit during the appeal period may be ordered undone.

4. That the recipient of this decision shall be responsible to obtain the final Certificate of Registration from the Commonwealth of Massachusetts and submit a copy thereof with a cover letter to the Board. That the Board shall submit a copy of said final Certificate of Registration to the Building Commissioner. That the Building Commissioner shall not issue any temporary or full Certificate of Occupancy until such time the Inspection Department first receives a copy of the final Certificate of Registration.

5. That the special permit shall not be transferred or assigned to any other person(s) or entity/entities. That the special permit shall remain exclusively with the recipient of this decision specifically for the property cited herein.

6. That it is the responsibility of the recipient of the special permit to submit a detailed on–site traffic mitigation plan to the Police Department for review and approval prior to the issuance of an Occupancy Permit. That an Occupancy Permit shall not be issued until such time the Chief of Police issues a letter of approval of a final on–site traffic mitigation plan to the Inspection Department.

7. That the recipient of this decision shall submit a revised site plan to the Board within forty–five (45) days of the filing date of this decision with the Office of the City Clerk showing an eight (8') foot tall aluminum wrought iron fence and two rolling gates along the O'Neil Boulevard frontage and an eight (8') foot tall chain link fencing along the side and rear of the property. That a construction detail for the fencing shall be incorporated into the Layout Plan, Sheet 3.

8. That all work associated with the design and installation of the sewer system shall be subject to the specifications of, and coordinated with, the Wastewater Department. That the recipient of this decision shall satisfactorily comply with the contents of Condition #8 prior to the issuance of the Building Permit.

9. That all work associated with the design and installation of the water system shall be subject to the specifications of, and coordinated with, the Water Department. That the recipient of this decision shall satisfactorily comply with the contents of Condition #9 prior to the issuance of the Building Permit.

10. That the recipient of this decision shall submit sufficient evidence that it has adequate liability insurance to the Board. That the recipient of this decision shall satisfactorily comply with the contents of Condition #10 prior to the issuance of the Building Permit.

11. That the days and hours of operation related to the marijuana retailer may only occur Monday through Saturday, from 9:00 a.m. to 8:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. That hours of operation are expressly prohibited on all federal holidays.

12. That the dispensing of any related marijuana products shall be conducted exclusively indoors at all times.

13. That no marijuana and related marijuana products shall be ingested anywhere on the premises, including the building, outdoors on the premises, or in any vehicle in the parking lot.

14. That the building and premises shall be equipped with security/surveillance cameras that shall be internet accessible to both the Fire Department and Police Department pursuant to the City's protocol.

15. That all indoor and outdoor security alarm systems, camera systems, and lighting systems, including all security/surveillance systems that shall be internet accessible to both the Fire Department and Police Department,

shall be operational to the satisfaction of the Fire Department and Police Department prior to the issuance of any temporary or full Certificate of Occupancy by the Building Commissioner.

16. That the marijuana business shall supply the Board on a continuing basis of any change in the name and contact information for the emergency/after–hours contact.

17. That in the event the Massachusetts Department of Public Health cancels, revokes or non–renews the Certificate of Registration for the marijuana business, the Board shall immediately commence proceedings to revoke special permit.

18. That no later than January 31st of every year in operation, the marijuana business shall file a copy of all current applicable state licenses and registrations for the establishment, any updates to its operating policies, the current insurance policies for the establishment, and demonstrate compliance with the conditions of the special permit.

19. That the marijuana business shall file a copy of any Incident Report required under 105 CMR 725.110(F) with the Board within twenty–four (24) hours of creation. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.

20. That the marijuana business shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, or final action regarding the establishment issued by the Massachusetts Department of Public Health or other state agency, as applicable, with the Zoning Board of Appeals within forty–eight (48) hours of receipt by the marijuana business.

21. That the recipient of this decision shall seal and stripe the entire parking lot at the subject premises. That said parking improvements shall be completed prior to the issuance of the Certificate of Occupancy by the Building Commissioner.

22. That the recipient of this decision shall be responsible to maintain all of the site's landscaping and fencing features, shown on the approved site plan, in a proper and aesthetic manner at all times. That any decaying or dilapidated landscaping features, including but not limited to, trees, shrubbery, lawn, other groundcover, or fencing, shall be immediately replaced with the same materials.

23. That the recipient of this decision shall be responsible to maintain in operational condition all of the site's lighting, security and landscaping, shown on the approved site plan, at all times. That any defective fixture or defect of any aspect of the site's lighting system shall be immediately corrected.

24. That provisions shall be made to accommodate adequate snow removal (whether by on–site storage, off–site removal, or a combination).

25. That provisions shall be made to accommodate adequate waste disposal. That all outdoor dumpsters, trash cans, or other related trash receptacles shall be properly screened in accordance with the Zoning Ordinance and shall be placed a reasonable distance away from any residence.

26. That the recipient of this decision or any successor–in–title shall apply for a building permit, if applicable, in accordance with 780 CMR Massachusetts State Building Code.

27. That this decision must be recorded at the Bristol County Registry of Deeds. That no building permit shall be issued without certification that this decision has been recorded.

28. That any missed payment pursuant to the Host Agreement shall serve as grounds for the revocation of the special permit.

29. That failure to comply with the contents of this decision shall serve as grounds for revocation of this permit.

ANY APPEAL OF THIS DECISION SHALL BE MADE PURSUANT TO MGL CH. 40A, §17 AND SHALL BE FILED WITHIN TWENTY (20) DAYS OF THE FILING OF THIS DECISION WITH THE CITY CLERK.

KENT RICHARDS
ACTING CHAIRMAN

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS

November 10, 2021

Then personally appeared Kent Richards and acknowledged the foregoing instrument to be his free act and deed.

STEPHEN WITHERS
NOTARY PUBLIC

MY COMMISSION EXPIRES: JANUARY 13, 2023

Plan to remain compliant with Local Zoning:

220 O'Neil Blvd.

220 O'Neil LLC has put into place specific plans for the safe and responsible build-out of its retail facility and continued safe and secure operations of the marijuana retailer at that location. Zoning plans will include input from personal meetings between 220 ONeil's head of Security, Mike Allen and Attleboro Police Chief Kyle Heagney; Director of Planning and Development Gary G. Ayrassian; Attleboro ZBA member Sandy Varrieur.

220 ONeil has retained Mike Allen as its security expert. Mike's past experience includes holding the position of police chief of Rochester, NH, and familiarity with the security issues relating to multiple cannabis retail operations. He has created a three-level design for security at the facility.

The design of the retail operation includes a robust system of security cameras, both inside the premises and outside, with lighting that will be of sufficient lumens to allow cameras to record effectively at any light level.

In addition, the interior space will be functional, planning for a secure "check in" of all customers with proper ID checks in a specified vestibule area. The "flow" of the retail design will allow for a safe and controlled retail experience with specific, separately designated entrance and exit points. Staff will not use these same points of egress and have a separate, secure area for breaks and to source product from a secure vault. There will also be a door separating the sales clerks from the backrooms. Staff will be trained how to respond to any situations regarding theft and easily activate an alarm.

Outside, in addition to proper lighting and cameras, there will be an 8'-high perimeter fence, with sliding gates at two entries. Landscaping will be aesthetically pleasing and vegetation will be kept trimmed and controlled to a low level in order to be in compliance with ZBA rules.

Some areas at the rear and side of the existing building are in need of improvement to minimize the risk of entry by robbers. These walls will be secured using sheetrock and steel grid on the interior walls between the vacant space and the cannabis space.

The Back of the building will be cleaned and vegetation will be controlled to create a safe, clutter-free environment. The front façade of the building will be remodeled to create a visually pleasant experience for customers, as well as a significant aesthetic improvement of the property for the community.

Attachment C

220 ONEIL LLC
89 SOUTH MAIN STREET
CENTERVILLE, MA 02632

DECEMBER 1, 2021

Notice is hereby given by 220 Oneil LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Peck Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is anticipated to be located at 220 O'Neil Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.

Very truly yours,

Edward J. Casey

EJC:jw

\\CSFILE01\users\CS\Zoning\220 O'Neil, LLC - Zoning\Community Outreach\Ltr to Abutters 11-29-21.docx

CITY OF ATTLEBORO

REQUEST FOR CERTIFIED LIST OF ABUTTERS

TYPE OF APPLICATION

☐	VARIANCE	☐	SPECIAL PERMIT	☐	RE-ZONING	☐	LIQUOR LICENSE	☒	OTHER*

**If other please specify:* _____

CONSERVATION COMMISSION ABUTTERS APPLICATIONS

☐	WETLANDS PROTECTION ACT / STORMWATER MGMT ORDINANCE	Notify all properties within 100 feet of property line
☐	WETLANDS PROTECTION ORDINANCE	Notify all direct abutters and abutters within 300 feet of property line

PROPERTY ADDRESS: 220 O'Neil Boulevard MAP: 46 LOT: 56A and 58A

PRINTED NAME OF RECORD OWNER: 220 O'Neil, LLC

SIGNATURE OF RECORD OWNER: [illegible]

CITY ASSESSOR'S OR DESIGNEE'S INITIALS: [illegible] DATE: 11/19/2021

APPLICANT: 220 O'Neil, LLC DATE:

CITY OF ATTLEBRO
CONSERVATION COMMISSION
77 PARK ST
ATTLEBORO, MA 02703

CITY OF ATTLEBRO
HISTORICAL COMMISSION
77 PARK ST
ATTLEBORO, MA 02703

46/56A
220 ONEIL, LLC
89 SOUTH MAIN ST
CENTERVILLE, MA 02632

42/302
STURDY MEMORIAL FOUNDATION INC
211 PARK ST
ATTLEBORO, MA 02703

42/303
MARTIN MICHAEL A & DIANE
116 SILVER FOX CIRCLE
TAUNTON, MA 02780

46/56
ROBBINS CO THE
D/B/A ENGAGE2EXCEL
PO BOX 1719
STATESVILLE, NC 28687

46/56B
ARW BUILDING LLC
PO BOX 9
ATTLEBORO, MA 02703

46/56F
CAMERON & DAVIS, LLC.
132 PERRY ST
DOUGLAS, MA 01516

46/57
123 EAST REALTY CORP
C/O RUSSELL G WILDE
29 SNELL ST
HOLBROOK, MA 02343

46/58
WM LEGACY PROPERTIES LLC
P O BOX 2225
ATTLEBORO, MA 02703

46/59
ROBBINS COMPANY THE
D/B/A ENGAGE2EXCEL
PO BOX 1719
STATESVILLE, NC 28687

42/297
SCHOOL STREET REALTY TRUST
M S COMPANY
P O BOX 298
ATTLEBORO, MA 02703

46/61C1
SNOWMASS INC
P O BOX 55287
HOUSTON, TX 77255

46/61B
BRASK ENTERPRISES INC II
P O BOX 55287
HOUSTON, TX 77255

46/56E
GLINES & RHODES INC
P O BOX 2285
189 EAST STREET
ATTLEBORO, MA 02703

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CLASSIFIED

LEGALS

Proctor

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton, MA 02780
(508)977-6040

CITATION ON PETITION FOR FORMAL ADJUDICATION
Docket No. BR21P2639EA

Estate of:
Simona A Proctor
Date of Death: 09/30/2021

To all interested persons:

A Petition for Formal adjudication of Intestacy and Appointment of Personal Representative has been filed by Tammy Webb of Marietta GA

requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that:
Tammy Webb of Marietta GA

be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on the return day of 12/31/2021.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

LEGALS

ZBA

CITY OF ATTLEBORO
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARINGS

December 16, 2021

In accordance with the provisions of the General Laws of Massachusetts, Chapter 40A, as amended, public hearings will be held on Thursday, December 16, 2021 at 6:30 p.m. in the Municipal Council Chambers, located at Government Center, 77 Park Street, Attleboro, MA 02703, relative to the following:

CASE #5582: The application of **754 Newport Avenue, LLC** for special permits pursuant to §17-2.6 SPECIAL PERMITS under §17-3.4(#3) TABLE OF USE REGULATIONS RESIDENTIAL to accommodate the construction of a 323-unit multi-family development; under §12-10.3 EARTH REMOVAL for an earth removal operation to accommodate site grading; under §17-5.9(D) GENERAL PARKING AND LOADING SPACE STANDARDS to allow a reduction in the required number of off-street parking spaces; under §17-6.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to alter a pre-existing non-conforming commercial building and parking lot; under §17-3.5(#2) TABLE OF ACCESSORY USE REGULATIONS to install two drive-thru windows in association with proposed commercial buildings; and under §17-16.3 ADMINISTRATION to vary from the sign standards by exceeding the maximum number of signs on the site; and variances pursuant to §17-8.5 VARIANCES to exceed the maximum allowable building height pursuant to §17-4.5 TABLE OF DIMENSIONAL AND DENSITY REGULATIONS; from the provisions of §17-5.9(D) GENERAL PARKING AND LOADING SPACE STANDARDS to exceed the maximum permissible entrance/exit driveway width; and from §17-5.1 OFF-STREET PARKING REQUIREMENTS to reduce the required parking stall dimensions; the subject premises being located at **754 Newport Avenue**, more specifically Assessors plat #69, lot #268, located in the General Business and General Residence-A zoning districts.

The applications and plans may be reviewed in the Department of Planning and Development located on the first floor of City Hall. Any person interested or wishing to be

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WANTED - Junk Mowers, Gas grills, appliances, scrap metal of all sorts. 774-287-2572

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Items selling for: Name

inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Katherine A Field, First Justice of this Court.
Date: November 22, 2021
Thomas C Hoye, Jr., Register of Probate
12/01/2021

LEGALS

ZBA

CITY OF ATTLEBORO
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARINGS

December 9, 2021

In accordance with the provisions of the General Laws of Massachusetts Chapter 40A, as amended, public hearings will be held on **Thursday, December 9, 2021 at 6:30 p.m.** in the **Municipal Council Chambers** located at **Government Center, 77 Park Street, Attleboro, MA 02703**, relative to the following:

CASE #5585: The application of Wilfredo Rivera for a special permit pursuant to §17-9.0 SPECIAL PERMITS under §17-8.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to allow a pre-existing, non-conforming use to convert a market to a graphic design shop, the subject premises being located at **75 Linden Street**, being specifically Assessors' plat **#60**, lot **#363**, located in the General Residence-A zoning district.

CASE #5586: The application of **Papantoniadis Automotive Group, Inc.** for a special permit pursuant to §17-9.0 SPECIAL PERMITS under §17-8.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to allow a pre-existing, non-conforming use to convert an auto repair, vehicle rental, and bus storage facility to a used car sales and service facility, the subject premises being located at **678 Pleasant Street**, more specifically Assessor's plat **#53**, lot **#190**, located in the Single Residence-D zoning district.

The applications and plans may be reviewed in the Department of Planning and Development located on the first floor of City Hall. Any person interested or wishing to be heard on the application may enroll the public hearing at the time and location designated above.

Catherine Merkle, Chairwoman
11/24,12/01/2021

LEGALS

Sullivan

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws, and any and all amendments thereto, that a public hearing will be held by the Zoning Board of Appeals in Room 124 at the Norfolk Municipal Building on **December 15, 2021** for the following application: **Brian and Michelle Sullivan** at **7:30 P.M.** for an appeal of the Building Commissioner/Zoning Enforcement Officer's decision in accordance with Massachusetts General Laws, Chapter 40A, Section 8, and the Norfolk Zoning Bylaws **F.10.c.4. Glare** No direct or sky-reflected glare shall be permitted, whether from floodlights or from high temperature processes such as combustion or from signs otherwise permitted for the property addressed as **31 Freedom Trail**. Reference Assessors' Map 26, Block 87, Lot 83 in the R-3 zoning district.

For the board, Joseph Sebastiano, Clerk
12/01,12/08/2021

LEGALS

Pond St Solar

TOWN OF NORFOLK
NOTICE OF PUBLIC HEARING
ZONING BOARD OF APPEALS

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws, and any and all amendments thereto, that a public hearing will be held by the **Zoning Board of Appeals on Wednesday, December 15, 2021, at 7:15 PM in Room 124 at the Norfolk Town Hall, One Liberty Lane, Norfolk, MA.** The applicant, NextGrid, Inc. for a Special permit pursuant to M.G.L.c.40A §5, as amended, and Section D.8.b.7. of the Norfolk Zoning Bylaws, to allow a large-scale ground-mounted solar photovoltaic system. The property is located at **90, 92, 96, 100, 100R Pond Street and 12 Sharon Ave.** Assessor's Map 19, Block 69, Lots 27, 61, 55, 56, 43 and 28 in the C-1 and C-1b zoning district.

Application materials are available for public inspection in the Zoning Board of Appeals office during regular office hours (Monday - Thursday, 9:00 A.M. - 5:00 P.M.).
12/01,12/08/2021

Catherine Merkle, Chairwoman
12/01,12/08/2021

LEGALS

343 Reservoir St

TOWN OF NORTON
ZONING BOARD

343 Reservoir Street i Variance Determination
Assessor's Map No. 3 Lot No. 418
Owner/Applicant: Melissa Ross

In accordance with the provision of MGL, Chapter 40A, and the Norton Zoning By-laws, the Norton Zoning Board of Appeals will hold a public hearing on Wednesday December 8, 2021 at 7:00pm at the Norton Media Center(184 W. Main Street to consider an application submitted to the ZBA for a variance request to allow for an addition to be built that encroaches onto the adjacent cemetery property line. The public may also participate via Remote Participation in the following manner:
**To join online by video, please click: https://us02web.zoom.us/j/6389291060
**To join using the Zoom app, please enter Meeting ID: 638 929 1060
**To call in only, please call 646-558-8656 and enter Meeting ID: 638 929 1060
**View on Norton Cable Access Channel 15

The application and plan are on file in the Planning Dept office on the second floor, Town Hall (70 E. Main St), and may be inspected during working hours. The application can also be found on the ZBA website or calling 508-285-0275.

Thomas R. Noel, Chair
Norton Zoning Board of Appeals
11/24,12/01/2021

LEGALS

31 Campbell St

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws and all amendments thereto, that a public hearing is scheduled to be held by the Norfolk Zoning Board of Appeals on **December 15, 2021 at 7:45 P.M.** in Room 124 at the Norfolk Town Hall, 1 Liberty Lane, Norfolk, MA. 02056. **Malt Awad** has requested a **VARIANCE** to allow a previously constructed shed with a 34 foot setback instead of the required 50 feet in accordance with Section 10 of Chapter 40A of the Massachusetts General Laws, as amended and Section E.1.b. of the Norfolk Zoning Bylaws. The property is located at **31 Campbell Street**, Assessors Map 22, Block 76, Lot 4, and is in the R-2 zoning district.

For the Board, Joseph Sebastiano, Clerk
12/01,12/07/2021

LEGALS

City Mills

TOWN OF NORFOLK
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

In accordance with the provisions of M.G.L. c.131, s.40 and the Town of Norfolk Wetland Protection Bylaw, and Regulations thereto, the Norfolk Conservation Commission will hold a public hearing in Room 124 at the Norfolk Municipal Building on **December 8, 2021. Town of Norfolk at 7:15 P.M.** to consider Notice of Intent for initiation of an aquatic management program at City Mills Pond. The project will impact Inland Resource Areas. The property is located on Main Street, Assessors Map 7, Block 5, Lot 11. Application materials are available for public inspection in the Conservation Commission office during regular office hours (Monday-Thursday 9:00 AM-6:00 PM). For the Commission, David Turi, Chairman
12/01/2021

LEGALS

Hemmingway

TOWN OF NORFOLK
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

In accordance with the provisions of M.G.L. c.131, s.40 and the Town of Norfolk Wetland Protection Bylaw, and Regulations thereto, the Norfolk Conservation Commission will hold a public hearing in Room 124 at the Norfolk Municipal Building on **December 8, 2021. Town of Norfolk at 7:10 P.M.** to consider the Notice of Intent for control of invasive aquatic vegetation in and around Trinity Stables Pond. The project will impact Inland Resource Areas. The property is located at 156 Hemmingway Place. Assessors Map 12, Block 62, Lot 236. Application materials are available for public inspection in the Conservation Commission office during regular office hours (Monday-Thursday 9:00 AM-5:00 PM).

For the Commission, David Turi, Chairman
12/01/2021

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LEGALS

Parking Ban

PUBLIC NOTICE

By virtue of the authority granted at the Annual Town Meeting of 1961 (Article 24) and M.G.L. Chapter 40, §21(16), an **Overnight Ban of Parking on the Public Streets in Wrentham is hereby declared during the hours of 6:00 p.m. and 6:00 a.m. from December 1, 2021 to April 1, 2022.** Vehicles which are found to interfere with the removal or plowing of snow and ice may be towed to a storage area and the registered owner thereof shall be responsible for charges incurred.

WRENTHAM BOARD OF SELECTMEN
Kevin A. Sweet, Town Administrator
12/01/2021

LEGALS

220 Oneil LLC
89 South Main Street
Centerville, MA 02632

Notice is hereby given by 220 Oneil LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Peck Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is proposed for 220 ONeil Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.
12/01/2021

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TONY'S TREE SERVICE, LLC
Bucket Truck, Storm Damage Pruning Ins 508-317-8064

VRF TECHNOLOGIES LLC, Commercial/residential boiler service repair & maintenance + Ductless heating and cooling 508-243-2949

FUEL/FIREWOOD/ WOOD STOVES

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- 508-761-7651 -

APARTMENTS, UNFURNISHED

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THE SUN CHRONICLE | 508.222.7018

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): December 15, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

   a. Date of publication: December 1, 2021

   b. Name of publication: The Sun Chronicle

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

   a. Date notice filed: December 1, 2021

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: December 1, 2021

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

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

Name of applicant:

220 Oneil LLC

Name of applicant's authorized representative:

Adam Hostetter

Signature of applicant's authorized representative:

ATTACHMENT "A" (1 of 3)

B6 The Sun Chronicle ■ Wednesday, December 1, 2021

← WED, DEC 1, 2021

To place an ad, log on to
thesunchronicle.com/admarket
and click place an ad
508-222-7018
Fax: 508-236-0463

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LEGALS

Proctor

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Bristol Probate and Family Court
Office of Register Suite 240
40 Broadway
Taunton, MA 02780
(508)577-6040

CITATION ON PETITION FOR FORMAL ADJUDICATION
Docket No. BR21P2935EA

Estate of:
Simona A Proctor
Date of Death: 08/30/2021

To all interested persons:

A Petition for Formal adjudication of Intestacy and Appointment of Personal Representative has been filed by Tammy Webb of Marietta GA

requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The Petitioner requests that:
Tammy Webb of Marietta GA

be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or an attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 12/31/2021.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an attorney of objection within thirty (30) days of the return day, action may be taken without further notice to you.

LEGALS

ZBA

CITY OF ATTLEBORO
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARINGS

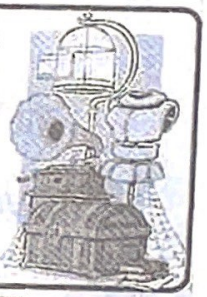
December 16, 2021

In accordance with the provisions of the General Laws of Massachusetts, Chapter 40A, as amended, public hearings will be held on Thursday, December 16, 2021 at 6:30 p.m. in the Municipal Council Chambers, located at Government Center, 77 Park Street, Attleboro, MA 02703, relative to the following:

CASE #5582: The application of 754 Newport Avenue, LLC for special permits pursuant to §17-2.0 SPECIAL PERMITS under §17-3.4(93) TABLE OF USE REGULATIONS RESIDENTIAL to accommodate the construction of a 323-unit multi-family development under §17-10.3 EARTH REMOVAL for an earth removal operation to accommodate site grading under §17-5.9(D) GENERAL PARKING AND LOADING SPACE STANDARDS to allow a reduction in the required number of off-street parking spaces under §17-6.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to alter a pre-existing non-conforming commercial building and parking lot, under §17-3.5(62) TABLE OF ACCESSORY USE REGULATIONS to install two drive-thru windows in association with proposed commercial buildings, and under §17-16.2 ADMINISTRATION to vary from the sign standards by exceeding the maximum number of signs on the site and variances pursuant to §17-8.9 VARIANCES to exceed the maximum allowable building height pursuant to §17-4.9 TABLE OF DIMENSIONAL AND DENSITY REGULATIONS; from the provisions of §17-5.9(D) GENERAL PARKING AND LOADING SPACE STANDARDS to exceed the maximum permissible enhancement driveway width, and from §17-5.1 OFF-STREET PARKING REQUIREMENTS to reduce the required parking stall dimensions, the subject premises being located at 754 Newport Avenue, more specifically Assessors plat 855, lot 4258, located in the General Business and General Residence A zoning districts.

The applications and plans may be reviewed in the Department of Planning and Development located on the first floor of City Hall. Any person interested or wishing to be

GRANDMA'S Attic



Featuring:
- items for sale
- items wanted
- items for trade

GRANDMA'S ATTIC WANTED
WANTED $$$ $250 & up. Junk Cars & Trucks. A repairable $$$. We pick up 7 days/week. Call 508-212-0586

GRANDMA'S ATTIC WANTED
WANTED - ANTIQUES/INTO ITEMS/ESTATE Toys, tools, etc. Will look also-born. Professional Eric 508-216-3440

GRANDMA'S ATTIC WANTED
WANTED - Junk Movers. Gas pails, appliances, scrap metal of all sorts. 774-287-2572

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

WEDNESDAY deadline is 1:00pm Tuesday | SATURDAY deadline is 1:00pm Friday

Items selling for: Name

↓ ↓ ↓ (See Horizontal scan)

ATTACHMENT "A" (2 of 3)

Inventory of annual amount with the Court. Persons interested in the estate are hereby notified to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Katherine A. Field, First Justice of the Court.
Date: November 22, 2021
Thomas C Hoye, Jr., Register of Probate
12/01/2021

LEGALS

CBA

CITY OF ATTLEBORO
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARINGS

December 8, 2021

In accordance with the provisions of the General Laws of Massachusetts Chapter 40A, as amended, public hearings will be held on Thursday, December 9, 2021 at 6:30 p.m. in the Municipal Council Chambers located at Government Center, 77 Park Street, Attleboro, MA 02703, relative to the following:

CASE #5585: The application of Wilfredo Rivera for a special permit pursuant to §17-9.0 SPECIAL PERMITS under §17-8.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to allow a pre-existing, non-conforming use to convert a market to a grocer design shop, the subject premises being located at 74 Linden Street, more specifically Assessors' map 65B, lot 4-C2, located in the General Residence-A zoning district.

CASE #5586: The application of Pepperdogs's Automotive Group, Inc. for a special permit pursuant to §17-9.0 SPECIAL PERMITS under §17-8.0 NON-CONFORMING USES, STRUCTURES, AND LOTS to allow a pre-existing, non-conforming use to convert an auto repair, vehicle rental, and tow Moving facility to a used car sales and service facility, the subject premises being located at 78 Pleasant Street, more specifically Assessor's plat 40D, lot 87W, located in the Single Residence-D zoning district.

The applications and plans may be reviewed in the Department of Planning and Development located on the first floor of City Hall. Any persons interested or wishing to be heard on the application may attend the public hearing at the time and location designated above.

Catherine Merkle, Chairwoman
11/24,12/01/2021

LEGALS

Building

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws, and any and all amendments thereto, that a public hearing will be held by the Zoning Board of Appeals in Room 124 at the Norfolk Municipal Building on December 15, 2021 for the following application: Brian and Michelle Sullivan at 7:30 P.M. for an appeal of the Building Commissioner/Zoning Enforcement Officer's decision in enforcement with Massachusetts General Laws, Chapter 40A, Section 8, and the Norfolk Zoning Bylaws F.10.c.4. Glare No direct or indirect glare shall be permitted, whether from floodlights or from high temperature processes such as combustion or welding shall not be permitted for the property addressed as 31 Freedom Trail. Reference Assessors' Map 26, Block 87, Lot 63 in the R-3 zoning district.

For the Board, Joseph Sebastiano, Clerk
12/01,12/08/2021

LEGALS

Pond St Solar

TOWN OF NORFOLK
NOTICE OF PUBLIC HEARING
ZONING BOARD OF APPEALS

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws, and any and all amendments thereto, that a public hearing will be held by the Zoning Board of Appeals on Wednesday, December 15, 2021, at 7:15 PM in Room 124 at the Norfolk Town Hall, One Liberty Lane, Norfolk, MA. The applicant, NextGrid, Inc. for a Special permit pursuant to M.G.L.c.40A, §5, as amended, and Section D.2.5.7 of the Norfolk Zoning Bylaws, to allow a ballymounted ground-mounted solar photovoltaic system. The property is located at 90, 92, 98, 100, 100R Pond Street and 12 Sharon Ave. Assessor's Map 19, Block 09, Lots 27, 61, 55, 56, 43 and 28 in the C-1 and C-1b zoning district.

Application materials are available for public inspection in the Zoning Board of Appeals office during regular office hours (Monday - Thursday 8:00 A.M. - 4:00 P.M.).
12/01,12/08/2021

Sealing Special Commission

12/01,12/08/2021

LEGALS

343 Reservoir St

TOWN OF NORTON
ZONING BOARD

343 Reservoir Street | Variance Determination
Assessor's Map No. 3 Lot No. 418
Owner/Applicant: Melissa Rose

In accordance with the provisions of MGL Chapter 40A and the Norton Zoning Bylaws, the Norton Zoning Board of Appeals will hold a public hearing on Wednesday December 8, 2021 at 7:00pm at the Norton Media Center/184 W. Main Street to consider an application submitted to the ZBA for a variance request to allow for an addition to be built that encroaches onto the adjacent company property line. The public may also participate via Remote Participation in the following manner:

**To join online by video please click https://zoom.us/j/97829210661
**To join using the Zoom app, please enter Meeting ID: 838 829 21061
**To call in, dial +1 646 558 8656 and enter Meeting ID: 838 829 21061
**View on Norton Cable Access Channel 15

The application and plan are on file in the Planning Dept office on the second floor, Town Hall (70 E. Main St), and may be inspected during working hours. The application can also be found on the ZBA website at mkng.com/nzba

Thomas R. Noe, Chair
Norton Zoning Board of Appeals
11/24,12/01/2021

LEGALS

31 Campbell St

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws and all amendments thereto, that a public hearing is scheduled to be held by the Norfolk Zoning Board of Appeals on December 15, 2021 at 7:15 P.M. in Room 124 at the Norfolk Town Hall, 1 Liberty Lane, Norfolk, MA. 02056. Matt Awad has requested a VARIANCE to allow a previously constructed shed with a 24 foot setback instead of the required 50 feet in accordance with Section 10 of Chapter 40A of the Massachusetts General Laws, as amended and Section E.1.a. of the Norfolk Zoning Bylaws. The property is located at 31 Campbell Street, Assessors Map 22, Block 76, Lot 4, and is in the A-2 zoning district.

For the Board, Joseph Sebastiano, Clerk
12/01,12/07/2021

LEGALS

City Mills

TOWN OF NORFOLK
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

In accordance with the provisions of M.G.L. c.131, s.40 and the Town of Norfolk Wetland Protection Bylaw, and Regulations thereto, the Norfolk Conservation Commission will hold a public hearing in Room 124 of the Norfolk Municipal Building on December 8, 2021. Town of Norfolk at 7:15 P.M. to consider Notice of Intent for utilization of an aquatic management program at City Mills Pond. The project will impact Inland Resource Areas. The property is located on Main Street. Assessors Map 7, Block 5, Lot 11. Application materials are available for public inspection in the Conservation Commission office during regular office hours (Monday-Thursday 8:00 AM-6:00 PM). For the Commission, David Turi, Chairman
12/01/2021

LEGALS

Hemingway

TOWN OF NORFOLK
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

In accordance with the provisions of M.G.L. c.131, s.40 and the Town of Norfolk Wetland Protection Bylaw, and Regulations thereto, the Norfolk Conservation Commission will hold a public hearing in Room 124 at the Norfolk Municipal Building on December 8, 2021. Town of Norfolk at 7:10 P.M. to consider the Notice of Intent for control of invasive aquatic vegetation in and around Trinity Meadow Pond. The project will impact Inland Resource Areas. The property is located at the Hemingway Place. Assessors Map 14, Block 62, Lot 2285. Application materials are available for public inspection in the Conservation Commission office during regular office hours (Monday-Thursday 8:00 AM-6:00 PM).

For the Commission, David Turi, Chairman
12/01/2021

$301 - $500 ..... $7
Wanted $7

Private Party Only.
No Businesses Please.
*Some Restrictions Apply

City
State ZIP
Phone

THE SUN CHRONICLE
34 SOUTH MAIN ST., ATTLEBORO, MA 02703
FAX (508) 238-0463

LEGALS

Parking Ban

PUBLIC NOTICE

By virtue of the authority granted at the Annual Town Meeting of 1961 (Article 39) and M.G.L. Chapter 40, §21(10), an Overnight Ban of Parking on the Public Streets in Wrentham is hereby declared during the hours of 8:00 p.m. and 6:00 a.m. from December 1, 2021 to April 1, 2022. Vehicles which are found to interfere with the removal or plowing of snow and ice may be towed to a storage area and the registered owner thereof shall be responsible for charges incurred.

WRENTHAM BOARD OF SELECTMEN
Kevin A. Sweet, Town Administrator
12/01/2021

LEGALS

220 Oriol LLC
39 South Main Street
Centerville, MA 02632

Notice is hereby given by 220 Oriol LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Park Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is proposed for 220 Oriol Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.
12/01/2021

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

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BUSINESS SERVICES

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TONY'S TREE SERVICE, LLC
Bucket Truck, Storm Damage, Pruning Ins. 508-717-8164

VPF TECHNOLOGIES LLC.
Commercial/residential boiler service repair & maintenance
• Ductless heating and cooling. 508-243-2343

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ATTLEBORO
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THE SUN CHRONICLE | 508.222.7018

(HORIZONTAL SCAN)

"ATTACHMENT A"

ATTACHMENT "A" (3 of 3)

...ng the distribution of assets and expenses of ...stration.

...ESS, Hon. Katherine A. Field, First Justice of this Court. Noven... ...s C P... ...r of Probate 2021

...EGALS

...F ATTLEBORO
...BOARD OF APPEALS
...PUBLIC HEARINGS

December 9, 2021

...cordance with the provisions of the General Laws of ...achusetts, Chapter 40A, as amended, public hearings ...e held on **Thursday, December 9, 2021 at 6:30 p.m.** in ...unicipal Council Chambers located at **Government ...er, 77 Park Street, Attleboro, MA 02703,** relative to the ...ing

...E #5585: The application of Wilfredo Rivera for a special ...it pursuant to §17-9.0 SPECIAL PERMITS under §17-6.0 ...-CONFORMING USES, STRUCTURES, AND LOTS to ...e pre-existing, non-conforming use to convert a market ...graphic design shop, the subject premises being located ...Linden Street, more specifically Assessors' plat #60, lot ...located in the General Residence-A zoning district.

...E #5586: The application of Papantoniadis Automotive ...up, Inc. for a special permit pursuant to §17-9.0 SPECIAL ...MITS under §17-6.0 NON-CONFORMING USES, ...UCTURES, AND LOTS to alter a pre-existing, non-...orming use to convert an auto repair, vehicle rental, and storage facility to a used car sales and service facility. ...subject premises being located at **676 Pleasant Street,** ...specifically Assessor's plat #63, lot #190, located in the ...ple Residence-D zoning district.

...applications and plans may be reviewed in the ...artment of Planning and Development located on the first ...r of City Hall. Any person interested or wishing to be ...rd on the application may attend the public hearing at the ...e and location designated above.

...herine Merkle, Chairwoman
...24,12/01/2021

LEGALS

...livan

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

...tice is hereby given in accordance with Chapter 40A of the ...ssachusetts General Laws, and any and all amendments ...

343 Reservoir St

TOWN OF NORTON
ZONING BOARD

343 Reservoir Street | Variance Determination
Assessor's Map No. 3 Lot No. 418
Owner/Applicant: Melissa Rose

In accordance with the provision of MGL Chapter 40A, and the Norton Zoning By-laws, the Norton Zoning Board of Appeals will hold a public hearing on Wednesday December 8, 2021 at 7:00pm at the Norton Media Center/184 W. Main Street to consider an application submitted to the ZBA for a variance request to allow for an addition to be built that encroaches onto the adjacent cemetery property line. The public may also participate via Remote Participation in the following manner:
**To join online by video please click: https://us02web.zoom.us/j/6389291060
**To join using the Zoom app, please enter Meeting ID: 638 929 1060
**To call in only, please call 646-558-8656 and enter Meeting ID: 638 929 1060
**View on Norton Cable Access Channel 15

The application and plan are on file in the Planning Dept office on the second floor, Town Hall (70 E. Main St), and may be inspected during working hours. The application can also be found on the ZBA website or calling 508-285-0278

Thomas R. Noel, Chair
Norton Zoning Board of Appeals
11/24,12/01/2021

LEGALS

31 Campbell St

TOWN OF NORFOLK
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with Chapter 40A of the Massachusetts General Laws and all amendments thereto, that a public hearing is scheduled to be held by the Norfolk Zoning Board of Appeals on **December 15, 2021** at 7:45 P.M. in Room 124 at the Norfolk Town Hall, 1 Liberty Lane, Norfolk, MA. 02056. **Matt Awad** has requested a **VARIANCE** to allow a previously constructed shed with a 34 foot setback instead of the required 50 feet in accordance with Section 10 of Chapter 40A of the Massachusetts General Laws, as amended and Section E.1.b. of the Norfolk Zoning Bylaws. The property is located at **31 Campbell Street**, Assessors Map 22, Block 76, Lot 4, and is in the R-2 zoning district.

For the Board, Joseph Sebastiano, Clerk
12/01,12/07/2021

LEGALS

City Mills

TOWN OF NORFOLK
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

...pursuant to the provisions of M.G.L. c.131, § 40 and

Private Party Only
No Businesses. Please
*Some Restrictions Apply

State ZIP

Phone

THE SUN CHRONICLE
34 SOUTH MAIN ST., ATTLEBORO, MA 02703
FAX 508-236-0463

LEGALS

Parking Ban

PUBLIC NOTICE

By virtue of the authority granted at the Annual Town Meeting of 1961 (Article 24) and M.G.L. Chapter 40, §21(16), an **Overnight Ban of Parking on the Public Streets in Wrentham is hereby declared during the hours of 6:00 p.m. and 6:00 a.m. from December 1, 2021 to April 1, 2022.** Vehicles which are found to interfere with the removal or plowing of snow and ice may be towed to a storage area and the registered owner thereof shall be responsible for charges incurred.

WRENTHAM BOARD OF SELECTMEN
Kevin A. Sweet, Town Administrator
12/01/2021

LEGALS

220 Oneil LLC
89 South Main Street
Centerville, MA 02632

Notice is hereby given by 220 Oneil LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Peck Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is proposed for 220 ONeil Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.
12/01/2021

AUTO WANTED

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

WANTED JUNK CARS & TRUCKS $$ CASH PAID Same Day Pickup, 7 days/wk 508-212-0586

BUSINESS SERVICES

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DEMOLITION Sheds
•Decks Pools Fences•
•Best Prices Free Est.•
Call Tony 508-226-1295
bigbluejunkremovals.com

BUSINESS SERVICES

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

TONY'S TREE SERVICE, LLC
Bucket Truck, Storm Damage Pruning Ins.508-317-8084

JRF TECHNOLOGIES LLC
Commercial/residential boiler service repair & maintenance. • Ductless heating and cooling. 508-243-2949

FUEL/FIREWOOD/ WOOD STOVES

T&M FUEL
NO ONE WILL BEAT OUR PRICE!
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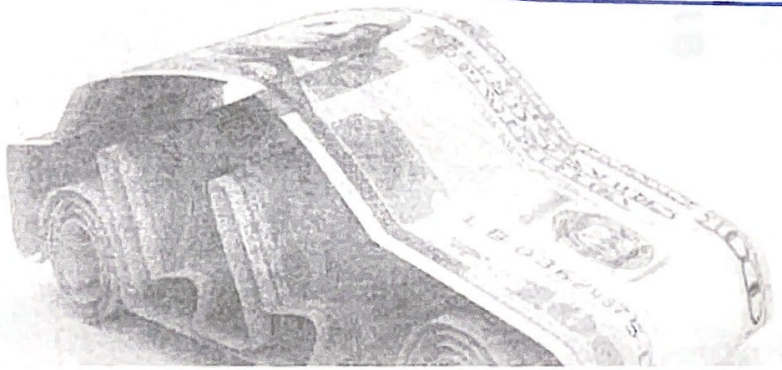
Attleboro- 2 bdrm, large rm, hrdwd fl, $1675/mo, call 508-308-4444.



Attachment B

220 ONEIL LLC
89 SOUTH MAIN STREET
CENTERVILLE, MA 02632

ejc@coogansmith.com

December 1, 2021

Honorable Mayor Paul Heroux, Mayor
City of Attleboro
77 Park Street
Attleboro, MA 02703

Mark Cooper, President
Attleboro Municipal Council
77 Park Street
Attleboro, MA 02703

Jason Gittle, Chair
Attleboro Planning Board
77 Park Street
Attleboro, MA 02703

Stephen K. Withers, Sr.,
City Clerk
77 Park Street
Attleboro, MA 02703

Dear Mayor, Municipal Council, Planning Board, and City Clerk:

Notice is hereby given by 220 Oneil LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Peck Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is anticipated to be located at 220 O'Neil Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.

Very truly yours,

Edward J. Casey

EJC:jw

U:\CS\Zoning\220 O'Neil, LLC - Zoning\Community Outreach\Ltr to Municipal Officials.docx

Attachment C

220 ONEIL LLC
89 SOUTH MAIN STREET
CENTERVILLE, MA 02632

DECEMBER 1, 2021

Notice is hereby given by 220 Oneil LLC that a Community Outreach Meeting for a proposed Marijuana establishment for retail sales is scheduled for December 15, 2021 at 6 PM, at the Sweet Club House, 44 Peck Street, Attleboro, Massachusetts. The proposed Marijuana Retail facility is anticipated to be located at 220 O'Neil Boulevard, Attleboro, Massachusetts. There will be an opportunity for the public to ask questions.

Very truly yours,

Edward J. Casey

EJC:jw

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Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

   220 O'Neil, LLC

2. Name of applicant's authorized representative:

   Adam Hostetter

3. Signature of applicant's authorized representative:

4. Name of municipality:

   City of Attleboro

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

   Mayor Paul Heroux

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

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

   PaulHeroux@cityofattleboro.us

8. Host community agreement execution date:

   11-18-2020

220 O'NEIL, LLC
DBA GREEN CITY
220 O'Neil Boulevard
Attleboro, MA 02703

To the Cannabis Control Commission:

Green City has yet to receive authority from the Cannabis Control Commission to commence operations and therefore has no sales to report and with no sales, no funds have been held or distributed at this time.

From: Scott Rubin
Sent: Tue, 9 Jan 2024 17:03:33 -0500
To: 'legalsecretary@cityofattleboro.us'
Cc: 'mayor@cityofattleboro.us'
Subject: 220 O'Neil LLC
Categories: LEAP

On behalf of 220 O'Neil, LLC and as part of the renewal of its Marijuana Retail License, 220 O'Neil is requesting the City provide actual and anticipated costs associated with the operation of the retail establishment.

I welcome your response.

Thank you for your attention to the above.

Scott B. Rubin, Esq.
Law Office of Scott B. Rubin, P.C. **(new!)**
71 Legion Parkway, 3rd Floor
Brockton, MA 02301
T: 508-587-0121 x. 210
F: 508-588-2667
C: 508-631-7106
E: srubin@srubinlaw.com **(new!)**

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BE AWARE! ONLINE BANKING FRAUD IS ON THE RISE. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS. PLEASE CALL THE SENDER IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS!

220 O'Neil, LLC
220 O'Neil Boulevard
Attleboro, MA 02703

January 9, 2024

To: Cannabis Control Commission

RE: Municipal Cost Documentation

On behalf of 220 O'Neil, LLC, I forwarded the attached email requesting cost documentation from the City of Attleboro and to date no response has been received.

Scott Rubin, Esq.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Plan to Positively Impact Areas of Disproportionate Impact

Overview

220 Oneil LLC ("220 Oneil") is dedicated to positively impacting communities disproportionately affected by cannabis prohibition and enforcement, including impacted individuals and business enterprises (hereinafter described as "DPI communities"). In particular, 220 Oneil believes that marijuana establishments have an obligation, both legal and moral, to make significant contributions to support communities that have historically high rates of arrest, conviction, and incarceration related to marijuana crimes.

220 Oneil is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as follows:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;

2. Commission-designated Economic Empowerment Priority applicants;

3. Commission-designated Social Equity Program participants;

4. Massachusetts residents who have past drug convictions; and

5. Massachusetts residents with parents or spouses who have drug convictions

Plan Goals

220 Oneil has selected the city of Attleboro for its proposed adult-use retail store. While the city of Attleboro does not fall within an area of disproportionate impact as defined under 935 CMR 500.101(1)(a)(11), 220 Oneil is geographically located in close proximity to the towns of Mansfield and Taunton, which are considered areas of disproportionate impact (DPI). 220 ONEIL is confident that it will fulfill its obligation of hiring residents who have had prior drug convictions due to the war on drugs in the surrounding towns of Mansfield and Taunton.

To this effect, 220 Oneil has established the following goals:

1. Hiring: To provide continuing service and reinvestment into the identified areas of disproportionate impact through workforce development and to prioritize hiring of job candidates in DPI Communities.

2. Education & Training: To reduce the barrier to entry in the commercial adult-use cannabis industry.

3. Non-Profit Support: To provide monetary donations to a local non-profit organization, New Hope, which provides services to individuals in need of assistance from DPI Communities.

Programs

220 Oneil has developed specific programs to effectuate its stated goals to positively impact the town of Taunton and the town of Mansfield. Such programs will include the following:

1. Hiring: Prioritizing the hiring of individuals from our identified areas of disproportionate impact. We have established a relationship with New Hope, a "safe house" that serves the citizens of Taunton and Mansfield, areas that have been disproportionately impacted by the war on drugs. 220 Oneil will help this organization by creating "prioritized hiring opportunities" for their constituents whom have been "disproportionately impacted by the war on drugs." 220 Oneil will post job opportunities with this organization through direct contact with Mariana Silva-Buck, New Hope's Vice President of Development and Education, who will notify its constituents of the job opportunities via postings at the facility and on their website, on at least a quarterly basis, as well as on an "as needed" basis, when job opportunities arise at 220 Oneil. Please see the attached Letter of Agreement with New Hope.

220 Oneil will also advertise job openings on at least a quarterly basis, as well as on an "as needed" basis, when job opportunities arise through online resources such as Indeed.com, LinkedIn and Facebook, as well as through the following local and regional newspapers that are published in DPI Communities, including the Taunton Daily Gazette and the Mansfield News Journal.

In addition to these notices, we will be hosting at least two (2) Job Fairs annually at 220 Oneil's business location for job opportunities and onsite interviews of prospective job candidates. These Job Fairs will be advertised through the above online and print resources.

2. Education & Training: Conducting at least four (4), one-hour industry-specific educational seminars annually in and around the greater Taunton, Mansfield areas for individuals with an interest in learning more about the commercial adult-use cannabis industry. The programs will be hosted by managers and staff members with operational expertise, including accounting, finance, technology and business development expertise in the cannabis industry. The programs will provide an opportunity for local community

members to learn and ask questions about the many uses and health benefits of cannabis, the history of its criminalization, the impact criminalization has had on certain communities. Our goal is to not only educate our community but to also build bridges between different communities whose shared experiences and perceptions might be totally opposite. These free seminars will be open to the public and will be held in locations most accessible to people from nearby areas of disproportionate impact such as Taunton and Mansfield and will target disproportionately impacted groups as described by the Commission. Each seminar will have an attendance capacity of up to 20 guests.

3. Non-Profit Support:

220 Oneil has forged a partnership relationship with a non-profit organization, New Hope, which is dedicated to helping victims of domestic and sexual violence, regardless of gender, sexual orientation, race, religion, age, socioeconomic status, or education level in the towns of Taunton and Mansfield. The majority of the citizens that New Hope helps are of Black and Latino origin, have had past drug convictions, or have been negatively affected by family members who have had past drug convictions. New Hope helps these groups with a wide array of services, one of which is re-entry into the workplace. 220 Oneil hopes to help augment their important cause, by not only prioritizing the hiring and training their constituent groups, but also by helping those constituents with industry-specific training in the Cannabis business. Please see the attached Letter of Agreement with New Hope.

Measurements

The Operating Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure 220 Oneil continues to meet its commitments. Such measurable outcomes, in accordance with 220 Oneil's goals and programs described above, include:

1. Tracking the number of employees hired, retained or promoted that come from areas of disproportionate impact. 220 Oneil will make its best effort to hire twenty percent (20%) of their employees from areas of disproportionate impact (DPI Communities);

2. Tracking the positive results effectuated by its Educational Seminars and Job Fairs, based on attendance records, number of new hires that are a direct result of the seminars and job fairs, and feedback of the beneficiaries of such events;

3. Documenting an annual evaluation of new hires within the organization to see if the hiring practices meet or exceed the intended goals;

4. Providing a monetary donation of at least $3,000 to the New Hope organization within its first full fiscal year in operation;

5. Hiring at least two (2) constituents annually from the New Hope organization, whose constituents will be given priority hiring status and fall within the parameters of "populations falling within areas of disproportionate impact."

The Operations Officer will review and evaluate 220 Oneil's measurable outcomes no less than annually to ensure that 220 Oneil is meeting its commitments. 220 Oneil intends to demonstrate the Plan's progress and success by submitting the outcomes to the Commission during each license renewal period.

Acknowledgements

220 Oneil pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. 220 Oneil likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by 220 Oneil will violate the Commission's regulations with respect to limitations on ownership, nor will 220 Oneil violate any other applicable state laws.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Annual Report
(General Laws, Chapter)

Identification Number: 001460059

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: **220 ONEIL LLC**

1.b. The exact name of the limited liability company *as amended*, is: **220 ONEIL LLC**

2a. Location of its principal office:
No. and Street: 89 SOUTH MAIN STREET
City or Town: CENTERVILLE State: MA Zip: 02632 Country: USA

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

No. and Street: 89 SOUTH MAIN STREET
City or Town: CENTERVILLE State: MA Zip: 02632 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ADAM HOSTETTER
No. and Street: 89 SOUTH MAIN STREET
City or Town: CENTERVILLE State: MA Zip: 02632 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ADAM HOSTETTER	89 SOUTH MAIN STREET CENTERVILLE, MA 02632 USA

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of September, 2021,
ADAM HOSTETTER **, Signature of Authorized Signatory.**

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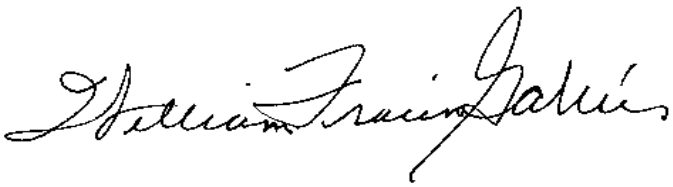
THE COMMONWEALTH OF MASSACHUSETTS

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

September 29, 2021 12:52 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

220 ONEIL, LIMITED LIABILITY COMPANY
Operating Agreement

General

AGREEMENT dated as of the 18th day of September 2020, among **Adam Hostetter** (such person being individually referred to as the "MANAGER") and the persons identified as MEMBERS in Schedule A annexed hereto, made a part hereof and hereby incorporated herein by reference (each such person being individually referred to as a "MEMBER" and collectively as the "MEMBERS").

WHEREAS, 220 ONEIL LLC (the "LLC") has been formed as a limited liability company under the Massachusetts General Laws by the filing on the 18th day of September 2020, the Articles of Organization in the office of the Secretary of State of Massachusetts (the "ARTICLES");

WHEREAS, the MANAGER and the MEMBERS wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

WHEREAS, the Company's business is to pursue licensing to own and operate not less than one (1) nor more than three (3) Massachusetts State registered and licensed marijuana dispensaries; and

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

ARTICLE I
Organization and Powers

1.01 Organization. The MANAGER shall file the ARTICLES and such other documents as are appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By the Approval of the MANAGER, the LLC may establish places of business within and without Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By the Approval of the MANAGER, the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the ARTICLES; provided, however, that a change in the general character of the business of the LLC shall require only the Approval of the MANAGER. The MANAGER shall have no obligation to deliver or mail a copy of the ARTICLES or any amendment thereto to the MEMBERS.

1.02 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the ARTICLES, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contract of any kind, including operating agreements of limited liability companies, whether as a MEMBER or MANAGER, contracts with Affiliated Persons, and including guarantees and joint venture, limited and general partnership agreements and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of Massachusetts.

(e) To take any other action not prohibited under the Act or other applicable law.

1.03 Designation of MANAGER. Adam Hostetter is hereby designated as the MANAGER of the LLC. Except as provided in Section 7.05, any Person may be designated as a MANAGER at any time by the Approval of the then MANAGER with the Consent of the MEMBERS. A MANAGER's status as a MANAGER may be terminated at any time when there is at least one other MANAGER by the Approval of such other MANAGER with the Consent of the MEMBERS. No MANAGER may resign from, retire from, abandon or otherwise terminate his, her or its status as a MANAGER except after 60 days notice to all MEMBERS. If a MANAGER has given such notice, such MANAGER shall not unreasonably withhold his, her or its Approval of any proposed new MANAGER who has the Consent of the MEMBERS.

ARTICLE II
Capital Contributions and Liability of MEMBERS

2.01 Capital Accounts. A separate Capital Account shall be maintained for each MEMBER, including any MEMBER who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

(a) Except as set forth in Article III, no MEMBER or MANAGER shall be entitled, obligated or required to make any Capital Contribution to the LLC. No loan made to the LLC by any MEMBER or MANAGER shall constitute a Capital Contribution to the LLC for any purpose.

2.03 No Withdrawal of or Interest on Capital. No MEMBER shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no MEMBER shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except as provided in Sections 5.01, 5.02 and 9.02. No MEMBER shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, except as provided in Sections 9.02 and 5.02 upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account or any loan from a MEMBER or MANAGER to the LLC, except pursuant to Sections 3.01, 5.01, 5.02 and 9.02.

2.04 MANAGER as a MEMBER. A MANAGER may hold an interest in the LLC as a MEMBER.

2.05 Liability of MEMBERS. No MEMBER, in his, her or its capacity as a MEMBER, shall have any liability to restore any negative balance in his, her or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any MEMBER, in his, her or its capacity as a MEMBER, be personally liable for any liabilities or obligations of the LLC.

ARTICLE III
Additional Capital

3.01 Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including a MANAGER and MEMBERS, and on such terms and conditions as are Approved by the MANAGER.

(b) No MEMBER or MANAGER shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the MEMBERS or MANAGERS, nor shall any MEMBER or MANAGER be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities. The provisions of the Article II are not intended to be for the benefit of any creditor or other Person (other than a MEMBER in his, her or its capacity as a

MEMBER) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the MEMBERS. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any MEMBER.

ARTICLE IV
Distributions; Profits and Losses

4.01 Distribution of LLC Funds. Except as provided in Section 4.02, Section 4.09, and Section 4.10, all moneys received by the LLC, which are determined by Approval of the MANAGER to be available for distribution, shall be distributed to the MEMBERS as follows:

(i) First, to the MEMBERS in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and

(ii) Second, the balance to the MEMBERS in proportion to their respective Percentage Interests.

4.02 Distribution Upon Dissolution. Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, and liquidation of any remaining assets of the LLC, shall be distributed and applied in the following priority:

(i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Manage, provided that, upon the expiration of such period of time as the MANAGER by Approval shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 4.02; and

(ii) Second, to the MEMBERS, an amount sufficient to reduce the MEMBERS' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (A) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction, and loss) and (B) such Terminating Capital Transaction).

4.03 Distribution of Assets in Kind. No MEMBER shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by Approval of the MANAGER. Any MEMBER entitled to any interest in such assets shall, unless otherwise determined by Approval of the MANAGER, receive separate assets of the LLC and not an interest as tenant-in-common, with other MEMBERS so entitled, in each asset being distributed.

4.04 Required Regulatory Allocations.

(a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a MEMBER if and to the extent such allocation would cause such MEMBER to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such MEMBER at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more MEMBERS pursuant to the preceding sentence, such Losses shall be allocated to the MEMBERS to which such losses or items may be allocated without violation of this Section 4.04(a).

(b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each MEMBER in an amount equal to such MEMBER's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section
1.704-2(d)(1). A MEMBER's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Regulations Section 1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).

(c) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including, any Partner Nonrecourse Deductions allocated pursuant to Section 4.04(d)) shall be allocated among the MEMBERS in proportion to their respective Percentage Interests. Solely for purposes of determining each MEMBER's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Regulations Section 1.752-3(a)(3), each MEMBER's interest in LLC profits shall be equal to his, her or its Percentage Interest. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(d) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be allocated to the MEMBER who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4) to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated
shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(e) Partner Minimum Gain Chargeback. Notwithstanding any contrary provisions of this Article IV, other than Section 4.04(b) above, if there is a net decrease in Partner Minimum Gain attributable to Partner Nonrecourse Debt during any fiscal year, then each MEMBER who has a share of such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such MEMBER's share of the net decrease in such Partner Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).

(f) Qualified Income Offset. If any MEMBER unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such MEMBER in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such MEMBER, provided that an allocation pursuant to this Section 4.04(f) shall be made if and only to the extent that such MEMBER would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 4.04(f) were not in the Agreement.

(g) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to either of Code Sections 734(b) or 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the MEMBERS in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(h) Gross Income Allocation. In the event any MEMBER has a Capital Account deficit at the end of any LLC fiscal year, which is in excess of the sum of the items to be credited to a MEMBER's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such MEMBER shall be allocated items of income and gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Section 4.05(h) shall be made if and only to the extent that such MEMBER would have a Capital Account deficit in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.04(h) were not in this Agreement. As among MEMBERS having such excess if there are not sufficient items of income and gain to eliminate all such excesses, such allocations shall be made in proportion to the amount of any such excess.

(i) MANAGER Share. Any other provision of this Agreement notwithstanding, the MANAGER in the MANAGER's capacity as a MEMBER shall at all times have allocated and distributed to them not less than an aggregate of 1% of each item of income, gain, loss, deduction and credit allocated or distributed hereunder.

4.05 Curative Allocations. The allocations set forth in Section 4.04 are intended to comply with certain requirements of Regulations Sections 1.704(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the MEMBERS intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by Approval of the MANAGER other allocations of Profits, Losses and items thereof shall be divided among the MEMBERS so as to prevent the allocations in Section 4.04 from distorting the manner in which LLC distributions will be divided among the MEMBERS pursuant to Section 4.01 and 4.02 hereof. In general, the MEMBERS anticipate that this will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deduction among the MEMBERS so that the net amount of

allocations under Section 4.04 and allocations under this Section 4.05 to each such MEMBER is zero. However, the MANAGER shall have discretion to accomplish this result in any reasonable manner.

4.06 Allocation of Profits and Losses.

(a) After given effect to the allocations set forth in Sections 4.04 and 4.05, Profits shall be allocated in the following order and priority:

(i) First, to the extent Losses have previously been allocated pursuant to clauses (ii) or (iii) of Section 4.06(b) for any prior period, Profits shall be allocated to the Partners first to offset any Losses allocated pursuant to said clause (iii) of Section 4.06(b), and then to offset any Losses allocated pursuant to said clause (ii) of Section 4.06(b), (in each case pro rata among the Partners in proportion to their shares of the Losses to be offset under such clause), and to the extent any allocations of Losses are offset pursuant to this clause First, such allocations of Losses shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First; and

(ii) Second, any remaining Profits shall be allocated among the MEMBERS in proportion to their respective Percentage Interests.

(b) After giving effect to the allocations set forth in Section 4.04 and 4.05, Losses shall be allocated in the following order and priority:

(i) First, to the extent Profits have previously been allocated pursuant to clause (ii) of Section 4.06(a) for any prior period, Losses shall be allocated to the Partners first to offset any Profits allocated pursuant to said clause (ii) of Section 4.06(a), (in each case pro rata among the Partners in proportion to their shares of the Profits to be offset under such clause), and to the extent any allocations of Profits are offset pursuant to this clause First, such allocations of Profits shall be disregarded for purposes of computing subsequent allocations pursuant to this clause First;

(ii) Second, Losses shall be allocated among the MEMBERS in proportion to the respective amounts of their capital contributions until the cumulative Losses allocated pursuant to this clause (ii) of Section 4.06(b) are equal to the aggregate amount of all such capital contributions; and

(iii) Third, any remaining Losses shall be allocated among the MEMBERS in proportion to their respective Percentage Interests.

4.07 Tax Allocations and Book Allocations. Except as otherwise provided in this Section 4.07, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the MEMBERS in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.

In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property

whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the MEMBERS so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by Approval of the MANAGER in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such assets for federal income tax purposes and its Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

Allocations pursuant to this Section 4.07 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any MEMBER's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.08 General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by Approval of the MANAGER using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income,
gain, loss, and deduction shall be allocable among the MEMBERS in the same proportions as the profits or Losses for the fiscal year in which such item is included is allocated.

(b) Upon the admission of a new MEMBER or the Transfer of an interest, the new and old MEMBERS or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old MEMBERS, or the transferor, and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

4.09 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any MEMBER, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such MEMBER and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such MEMBER, and (b) any amount

which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such MEMBER, shall be treated as an interest-free advance to such MEMBER. Amounts treated as advanced to any MEMBER pursuant to this Section 4.09 shall be repaid by such MEMBER to the LLC within 30 days after the MANAGER, acting by Approval, gives notice to such MEMBER making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said 30day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such MEMBER.

4.10 Distributions to Cover MEMBERS' Tax Liability. The MANAGER shall, at a minimum, distribute to MEMBERS amounts intended to cover the potential federal, state or local tax obligations of such MEMBERS on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the foregoing, such federal, state and
local tax obligations of each MEMBER shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any MEMBER multiplied by each MEMBER's Percentage Interest multiplied by the cumulative allocation to all MEMBERS of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein, with the result reduced by the cumulative amount previously distributed pursuant to this Section 4.10. Partial distributions made to the MEMBERS pursuant to this Section 4.10 shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Section 4.10 to subsequent distributions to the MEMBERS, distributions made pursuant to this Section 4.10 shall be disregarded and shall not be deemed to have been made pursuant to Section 4.01.

ARTICLE V
Management

5.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the MANAGER or, if there shall be more than one, in the MANAGERS, acting by Approval of the MANAGER. All management and other responsibilities not specifically reserved to the MEMBERS in this Agreement shall be vested in the MANAGER, and the MEMBERS shall have no voting rights except as specifically provided in this Agreement. Each MANAGER shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the MANAGER of his, her or its duties, provided such Persons shall not be required to devote full time to such affairs. The MANAGER shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

(a) to manage the business of the LLC, including through Persons employed by the LLC for such purpose;

(b) to execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the MANAGER acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;

(c) to acquire, sell, transfer, assign, finance, convey, lease, mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;

(d) to borrow money and otherwise obtain credit and other financial accommodations;

(e) to perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) to employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the MANAGER, acting by Approval may deem necessary or desirable;

(g) to appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the MANAGER, acting by Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) to acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any MEMBER and/or any MANAGER and/or any officers and/or directors of a MANAGER, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof; and

(j) to establish a record date for any distribution to be made under Article IV; and

(k) to perform any other act which the MANAGER, acting by Approval, may deem necessary or desirable for the LLC or its business.

5.02 Binding the LLC. Any action taken by a MANAGER as a MANAGER of the LLC shall bind the LLC and any other MANAGER and shall be deemed to be the action of the LLC and of any other MANAGER. The signature of one MANAGER on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such MANAGER and the LLC with respect

thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

5.03 Compensation of a MANAGER and a MEMBER. No payment shall be made by the LLC to any MANAGER or MEMBER for such MANAGER or MEMBER's services as a MANAGER or MEMBER except as provided in this Agreement. Each MANAGER shall be entitled to reimbursement from the LLC for all expenses incurred by such MANAGER in managing and conducting the business and affairs of the LLC. The MANAGER, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the MANAGER and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

5.04 Contracts With Affiliated Persons. With the Approval of the MANAGER and the Consent of the MEMBERS in each case, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any MEMBER, MANAGER or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.05 Indemnification. Each MANAGER, and the officers, directors and shareholders of any MANAGER which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a MANAGER, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the MANAGER to any liability to the MEMBERS except for gross negligence or willful misconduct.

5.06 Other Activities. The MEMBERS, MANAGERS and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as MANAGERS of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC nor any other MEMBER or MANAGER shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

5.07 Vesting of Subsequent MEMBER'S Equity. The percentage interest of any MEMBER joining the company subsequent to the execution of this Operating Agreement shall be subject to forfeiture as provided herein. Except as may be otherwise agreed in a written instrument between the Company and any such Member, the Percent of the Company's equity issued to

any subsequent Member after the execution of this Agreement shall be subject to forfeiture according to the following schedule: fifty percent (50%) of that Member's interest shall vest (i.e., shall no longer be subject to forfeiture) at the end of the first twelve (12) month period that the Member to whom such Percent of the Company's equity is issued remains in the continuous employment of (or in the case of a non-employee service provider, continues to be engaged as a service provider to) the Company following the date of issuance, with the remaining Percent of the Company's equity vesting in four (4) equal quarterly installments thereafter, with all such Percent of the Company's equity issued to such Member being fully vested (i.e., no longer subject to forfeiture) following twenty-four (24) months of continuous employment with (or provision of service to) the Company following the date of issuance.

ARTICLE VI
Fiscal Matters

6.01 Books and Records. The MANAGER shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the MEMBERS under the Act, at an office of the LLC for examination and copying by any MEMBER or MANAGER, or such MEMBER'S or MANAGER'S duly authorized representative, at such MEMBER'S or MANAGER'S reasonable request and at such MEMBER'S or MANAGER'S expense during ordinary business hours. A current list of the full name and last known address of each MEMBER and MANAGER, a copy of this Agreement, any amendments thereto and the ARTICLES, including all ARTICLESs of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the ARTICLES or any ARTICLES of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within 120 days after the end of each fiscal year of the LLC, each MEMBER shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any MEMBER may, at any time, at such MEMBER's own expense, cause an audit or review of the LLC books to be made by a certified public accountant of such MEMBER's own selection.

6.02 Bank Accounts. Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the MANAGER, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be Approved by the MANAGER.

6.03 Fiscal Year. The fiscal year of the LLC shall end on December 31st of each year.

6.04 Tax Matters Partner. The MANAGER is hereby designated as the "tax matters partner." At any time and from time to time if there is more than one MANAGER which is eligible under the Code to be a "tax matters partner," a "tax matters partner" may be designated by the Approval of the MANAGER. The "tax matters partner" is hereby authorized to and shall perform all duties of a "tax matters partner" under the Code and shall serve as "tax matters partner" until such MANAGER'S resignation or until the designation of such MANAGER'S successor, whichever occurs sooner.

ARTICLE VII
Transfers of Interests

7.01 General Restrictions on Transfer.

(a) No MEMBER may Transfer all or any part of such MEMBER's interest as a MEMBER of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 or with the Approval of the MANAGER, which may be withheld for any reason or for no reason.

(b) Every Transfer of an interest as a MEMBER of the LLC permitted by this Article VII, including without limitation Transfers permitted by Sections 7.01(a), 7.02, 7.03, 7.04, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The MANAGER, acting by Approval, may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) The MANAGER shall require, as a condition to the admission to the LLC as a MEMBER of any transferee who is not otherwise a MEMBER, that such transferee demonstrate to the reasonable satisfaction of the MANAGER that such transferee is not then under indictment and has not at any time been convicted of a felony and either is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on such transferee's behalf. In addition, a transferee of an interest pursuant to Section 7.02 or Section 7.03, who is not otherwise a MEMBER, shall not be admitted to the LLC as a MEMBER without the Approval of the MANAGER, which may be withheld for any reason or for no reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a MEMBER.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a MEMBER of the LLC shall be transferred if, by reason of such Transfer, the classification of

the LLC as an LLC for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the MANAGER. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a MEMBER.

(v) Upon the admission or withdrawal of a MEMBER, this Agreement (including without limitation Schedule I hereto) and/or the ARTICLES shall be amended appropriately to reflect the then existing names and addresses of the MEMBERS and MANAGER(S) and their respective Percentage Interests.

(c) A transferor of an interest as a MEMBER of the LLC shall, if the transferee is a MEMBER hereunder or if the transferee becomes a MEMBER pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer (unless such transferor affirmatively assumes liability as provided in Section 7.01(b)(ii)).

(d) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a MEMBER as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a MEMBER for any purpose. In the event any MEMBER shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other MEMBER shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending MEMBER shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.

7.02 Permitted Transfers. The following Transfers shall be permitted without the Approval of the MANAGER otherwise required under Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(e) hereof:

(a) An interest as a MEMBER of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a MEMBER of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or MEMBER(s) of the Immediate Family of the transferring MEMBER.

7.03 Right of First Refusal.

(a) A MEMBER may Transfer the whole or any portion of such MEMBER's interest as a MEMBER of the LLC without the Approval of the MANAGER otherwise required under Section 7.01(a) above (and such Transfer shall be a permitted Transfer in addition to those permitted under Section 7.02 and shall in any event be subject to Sections 7.01(b)-(e) hereof) if such MEMBER (the "Offering MEMBER") first obtains a Bona Fide Offer for the purchase of the entire interest to be Transferred and makes the interest which is the subject of the Bona Fide Offer available to the other MEMBERS on a first refusal basis upon the same terms and provisions as set forth in such Bona Fide Offer, in the manner hereinafter set forth.

(b) The Offering MEMBER shall furnish a true and complete copy of the Bona Fide Offer to each other MEMBER, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the other MEMBERS shall have a period of sixty days thereafter within which to elect, by written notice to the Offering MEMBER (the "Exercise Notice"), to purchase the entire interest to be Transferred at the price (the "Purchase Price") and upon the terms set forth in the Bona Fide Offer. Each Exercise Notice shall contain a statement of the maximum percentage of the Offering MEMBER's interest which the MEMBER giving such notice wishes to purchase, and if such amounts do not total at least 100% of the Offering MEMBER's interest
which is the subject of the Bona Fide Offer, then no MEMBER shall have the right to purchase any interest of the Offering MEMBER.

(c) If there shall be a dispute as to the amount of the Offering MEMBER's interest which any MEMBER(s) may purchase pursuant to Section 7.03(b), each MEMBER participating in any such purchase (a "Purchasing MEMBER") shall be entitled to purchase a pro rata amount of the Offering MEMBER's interest based upon the Percentage Interest of such Purchasing MEMBER in relation to the aggregate Percentage Interests held by all MEMBERS participating in such purchase, unless the Purchasing MEMBERS agree to purchase such interest based upon an allocation other than such pro rata allocation.

(d) If the interest of the Offering MEMBER is being purchased by one or more Purchasing MEMBERS, the closing shall take place at the principal office of the LLC on the date specified for such closing, and as otherwise specified, in the Exercise Notice of the Purchasing MEMBER who is purchasing the largest portion of such interest (which date shall not be earlier than ten nor more than thirty days after the delivery of such Exercise Notice to

the Offering MEMBER). At the closing, the Purchase Price shall be paid by the Purchasing MEMBERS upon the terms set forth in the Bona Fide Offer and the Offering MEMBER shall execute and deliver such instruments as may be required to vest in the Purchasing MEMBERS (or the designee or designees thereof) the interest to be sold free and clear of all liens, claims and encumbrances. The Purchasing MEMBERS shall have the right to continue the business of the LLC after the closing and shall have the right to use any names used by the LLC in connection with its business. All information, trade secrets or confidential financial or other data of the LLC shall be the property of the LLC, and the Offering MEMBER shall not disclose or use to the detriment of the Purchasing MEMBERS any confidential information, trade secrets or confidential financial or other data of the LLC; provided, however, that the Offering MEMBER may make such disclosures as such Offering MEMBER reasonably believes may be required by law, regulation, or rule of any governmental authority or any court order or other legal process.

(e) If the interest of the Offering MEMBER shall not be purchased by Purchasing MEMBER(s) as aforesaid, the Offering MEMBER may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

(i) Such sale is concluded within one hundred twenty days after the delivery to the offer of the Bona Fide Offer; and

(ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any interest in the LLC which is so Transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

7.04 Special Rules for MANAGERS.

(a) Sections 7.01, 7.02(a), 7.03, 7.05 and this Section 7.04, but not Section 7.02(b), shall apply to a MANAGER's interest as a MEMBER in the LLC.

(b) No MANAGER who is also a MEMBER may resign from, retire from, abandon or otherwise terminate such MANAGER's status as a MANAGER unless there is then at least one other MANAGER who is also a MEMBER.

7.05 Continuation of the LLC. Notwithstanding a Transfer or other withdrawal from the LLC of a MEMBER who is also a MANAGER, as to all of such MEMBER's interest as a MEMBER, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of Massachusetts, if the remaining MEMBERS, acting by Consent within ninety days thereafter, elect to continue the LLC and the business of the LLC and appoint, as of the date of such Transfer or withdrawal, one or more new such MANAGERS.

ARTICLE VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The LLC shall be dissolved, and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the MANAGER, a determination is made not to distribute any such non-cash items to the MEMBERS;

(b) A Transfer or other withdrawal of a MEMBER who is also a MANAGER, as to all of such MEMBER's interest as a MEMBER, if there is no election pursuant to Section 7.05, to continue the LLC;

(c) The election to dissolve the LLC made in writing by the Approval of the MANAGER with the Consent of the MEMBERS and this Consent of the Members shall not be unreasonably withheld;

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event which terminates the MEMBERSHIP of a MEMBER, except as provided in Section 8.01(b).

8.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the ARTICLES shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the MANAGER acting by Approval, or if none, a liquidator elected by the Consent of the MEMBERS shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and cause the cancellation of the ARTICLES. The Consent of the Members shall not be unreasonably withheld.

ARTICLE IX
General Provisions

9.01 Notices. Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage

prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a MEMBER at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02 Word Meanings. The words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

9.03 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of Massachusetts, including the Act, as interpreted by the courts of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

9.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the MEMBERS to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments. Except as otherwise specifically provided herein, including without limitation in Section 7.01(b)(v), this Agreement may be amended or modified only with the Approval of the MANAGER and the Consent of the MEMBERS. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of MEMBERS, with the Approval of the MANAGER and the Consent of the MEMBERS. Except as provided in Section 7.03, no MEMBER shall have any preemptive, preferential or other right with respect to the issuance or sale of any MEMBER interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition. Each MEMBER agrees that irreparable damage would be done to the LLC if any MEMBER brought an action in court to dissolve the LLC. Accordingly, unless otherwise expressly authorized in this Agreement, each MEMBER agrees that such MEMBER shall not, either directly or indirectly, take any action to require partition or appraisement of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each MEMBER (and such MEMBER'S successors and assigns) accepts the provisions of the Agreement as such MEMBER'S sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to such MEMBER'S interest, in or with respect to, any assets or properties of the LLC; and each MEMBER agrees that such MEMBER will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions. The MEMBERS acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.05 and 5.05. The MEMBERS agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the MEMBERS shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 9.12 and to specific nonsurviving provisions.

ARTICLE X
Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"**Accountants**" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

"**Act**" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the ARTICLES with the office of the Secretary of State of Massachusetts, and as thereafter amended from time to time.

"**Adjusted Capital Account Deficit**" means, with respect to any MEMBER, the deficit balance, if any, in such MEMBER's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such MEMBER is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Adjusted Capital Contribution**" means a MEMBER's capital contribution to the LLC reduced by all distributions made to such MEMBER under Section 4.01.

"**Affiliated Person**" or "**Affiliate**" means, with reference to a specified Person, any (i) Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership.

"**Agreement**" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"**Approval**" or "**Approved**" means the written consent or approval of the MANAGER or, if there is then more than one, of a majority of the MANAGERs.

"**Applicable Federal Rate**" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.

"**Bankruptcy**" means any of the following:

(i) If any MEMBER shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such MEMBER, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such MEMBER or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file

a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition file against any MEMBER seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to
bankruptcy, insolvency, or other relief for debtors and such MEMBER shall acquiesce in the entry of such order, judgment, or decree, or if any MEMBER shall suffer the entry of an order for relief under title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any MEMBER or of all or any substantial part of such MEMBER's properties or such MEMBER'S interest in the LLC shall be appointed without the consent or acquiescence of such MEMBER and such appointment shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive); or

(iii) If any MEMBER shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"**Bona Fide Offer**" means an offer which complies with the following conditions:

(i) The offer shall be in writing and shall constitute an agreement legally binding on the offeror without any material conditions precedent or right on the part of the offeror to withdraw the offer within ninety days;

(ii) The offeror shall be a financially responsible Person;

(iii) The offer shall be for a purchase solely for cash payable all at the time of sale; and

(iv) The offeror shall be a Person who has no prohibited relationship with the Offering MEMBERS. A "prohibited relationship" is any relationship of any kind whereby any Offering MEMBERS (and/or any Affiliates of any Offering MEMBERS) directly or indirectly has, or will have after the closing of the transaction, a financial interest greater than 10% in the offeror or the purchasing Person. For this purpose Affiliate shall include, in addition to the Persons specified in the definition thereof, as clause (iv) in such definition, all beneficial owners of the specified Person and all individuals related by blood or marriage to such beneficial owners.

"**Book Value**" means, with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except
that:

(i) the initial Book Value of any asset contributed by a MEMBER to the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing MEMBER under this Agreement;

(ii) the Book Value of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the MANAGER, at and as of the following times:

(a) the acquisition of an additional or new interest in the LLC by a new or existing MEMBER in exchange for other than a de minimis capital contribution by such MEMBER, if the MANAGER acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the MEMBERS;

(b) the distribution by the LLC to a MEMBER of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the MANAGER acting by Approval reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the MEMBERS;

(c) the liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(iii) the Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis for such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (iii) to the extent that the MANAGER, acting by Approval, determines that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (iii).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i), (ii) or (iii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses, and the amount of the adjustment shall thereafter be taken into account as gain or loss from the distribution of such asset for purposes of computing Profits or Losses.

"**Capital Account**" shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Sections 704(b) and (c) of the Code. The Capital Account of each MEMBER shall be:

(i) credited with all payments made to the LLC by such MEMBER on account of capital contributions (and as to any property other than cash or a promissory note of the contributing MEMBER, the agreed (as between the MEMBERS) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such MEMBER's allocable share of Profits and items in the nature of income and gain of the LLC;

(ii) charged with the amount of any distributions to such MEMBER (and as to any distributions of property other than cash or a promissory note of a MEMBER or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such MEMBER or subject to which such distributed property is taken), and by such MEMBER's allocable share of Losses and items in the nature of losses and deductions of the LLC;

(iii) adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(iv) otherwise appropriately adjusted to reflect transactions of the LLC and the MEMBERS.

"**Capital Contribution**" means the amount of cash and the value of any other property contributed to the LLC by a MEMBER.

"**ARTICLES**" means the ARTICLES of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"**Consent**" means the written consent or approval of more than 50% in interest, based on Percentage Interests held as MEMBERS, of those MEMBERS entitled to participate in giving such Consent, and if more than one class of MEMBERS is so entitled then more than 50% shall be so required with respect to each such class.

"**Depreciation**" means, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year o other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the MANAGER, but not less than depreciation allowable for tax purposes for such year.

"**Exercise Notice**" shall have the meaning given in Section 7.03.

"**Immediate Family**" (i) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees,

principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individual with respect to whom the principal beneficiaries are MEMBERS of the Immediate Family.

"**LLC**" means the limited liability company formed pursuant to the ARTICLES and this Agreement, as it may from time to time be constitute and amended.

"**Legal Representative**" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"**Losses**" shall have the meaning provided below under the heading "Profits and Losses."

"**MANAGER**" shall refer to the Person named as MANAGER in this Agreement and any Person who becomes an additional, substitute or replacement MANAGER as permitted by this Agreement, in each such Person's capacity as a MANAGER of the LLC. "MANAGERs" shall refer collectively to the Person named as MANAGER in this Agreement and any Person who becomes an additional, substitute or replacement MANAGER as permitted by this Agreement, in each such Person's capacity as a MANAGER of the Partnership.

"**MEMBER**" shall refer severally to the Persons named as MEMBERS in this Agreement and any Person who becomes an additional, substitute or replacement MEMBER as permitted by this Agreement, in each such Person's capacity as a MEMBER of the LLC. "MEMBERS" shall refer collectively to the Persons named as MEMBERS in this Agreement and any Person who becomes an additional, substitute or replacement MEMBER as permitted by this Agreement, in each such Person's capacity as a MEMBER of the Partnership.

"**Minimum Gain**" shall have the meaning given in Regulations Section 1.704-2(d).

"**Nonrecourse Deductions**" shall have the meaning given in Regulations Section 1.704-2(b)(1).

"**Offering MEMBER**" shall have the meaning given in Section 7.03.

"**Partner Minimum Gain**" shall mean "MEMBER nonrecourse debt minimum gain" as set forth in Regulations Section 1.704-2(i)(3).

"**Partner Nonrecourse Debt**" shall have the meaning given in Regulations Section 1.704-2(b)(4).

"**Partner Nonrecourse Deductions**" shall have the meaning given in Regulations Section 1.704-2(i)(2).

"**Percentage Interest**" shall be the percentage interest of a MEMBER set forth in Schedule I, as amended from time to time.

"**Person**" means any natural person, partnership (whether general limited), limited liability company, trust, estate, association or corporation.

"**Profits and Losses**" means, for each year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments):

(i) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(ii) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or loss;

(iii) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the book value of such property, rather than its adjusted tax basis;

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(v) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"**Purchase Price**" shall have the meaning given in Section 7.03.

"**Purchasing MEMBER**" shall have the meaning given in Section 7.03.

"**Regulations**" means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"**Terminating Capital Transaction**" means a sale or other disposition of all or substantially all of the assets of the Partnership.

"**Transfer**" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a MEMBER. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

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

MANAGERS:

Adam Hostetter

MEMBERS:

Adam Hostetter

SCHEDULE A

TO
OPERATING AGREEMENT
OF
220 ONEIL LLC

Name and Addresses of Members	Percentage Interest	Capital Contribution
Adam Hostetter	**100%**	**$10,000.00**

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 14, 2022

TO WHOM IT MAY CONCERN:

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

220 ONEIL LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 18, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **ADAM HOSTETTER**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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

Processed By:TAA

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

mass.gov/dor

Letter ID: L0569741760
Notice Date: March 31, 2022
Case ID: 0-001-460-379

CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

000186

ADAM HOSTETTER
220 ONEIL LLC
89 S MAIN ST
CENTERVILLE MA 02632-3276

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for 220 ONEIL LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

Printed

What if I have questions?

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

Visit us online!

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: dn7hw4

Edward W. Coyle, Jr., Chief
Collections Bureau

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Statement in Lieu of Certificate of Good Standing

This writing is to be construed as a statement by 220 Oneil LLC ("220 Oneil") written in lieu of a Certificate of Good Standing (the "Certificate") from the Department of Unemployment Assistance (the "Department") dated within ninety (90) days of the date that the Management and Operations Profile was originally submitted.

220 Oneil hereby attests that they have not hired any employees as of the writing of this statement and therefore cannot register with the Department nor obtain a Certificate prior to hiring of said employees.

Signed under the pains and penalties of perjury this 6th day of May, 2022.

Adam Hostetter

220 ONEIL LLC

Business Plan

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1. **EXECUTIVE SUMMARY**

1.1 Mission Statement

220 ONEIL LLC ("220 ONEIL") is a Massachusetts business LLC that is committed to operating a compliant, safe, and high-quality Marijuana Retailer Establishment ("MRE") in the Commonwealth of Massachusetts. 220 ONEIL seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

1.2 Product

220 ONEIL will offer high-grade, quality cannabis and extract products compliant with the guidelines and regulations set out by the Cannabis Control Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, 220 ONEIL will offer a broad range of products that

will allow 220 ONEIL to serve customers with a variety of preferences. 220 ONEIL intends to offer products which will include, but will not be limited to:

1. Cannabis Flower and Pre-Rolls
2. Concentrates & Vape Cartridges
3. Tinctures, Edibles, Tablets, and Beverages
4. Topical Salves, Creams, Lotions Patches & Oral Sprays

1.3 Customers

Customers of 220 ONEIL will be consumers who are 21 years of age or older, who live and work in and around the City of Attleboro, North Attleboro, South Attleboro, and other local communities that surround the greater Attleboro city area, and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located, easy to access retail establishment.

1.4 Our Goals

220 ONEIL's goals include providing safe and high-grade cannabis and extract products to eligible consumers who are 21 years of age or older. 220 ONEIL also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees. 220 ONEIL is committed to hiring employees and contractors from within the greater Attleboro area, as well as the Taunton and Mansfield townships, which have been designated as areas that have been "negatively impacted by the war on drugs." Moreover, 220 ONEIL's goal is to prioritize the hiring of employees from these economically distressed communities whenever possible and to give them the information and knowledge needed to be successful within the 220 ONEIL dispensary and within the cannabis industry as a whole.

2. COMPANY DESCRIPTION

2.1 Corporate and Application Status

220 ONEIL is a Massachusetts business LLC that will be located at 220 ONEIL O'Neill Boulevard in Attleboro, MA as a retail cannabis dispensary location of approximately 3,500 square feet. It is an Massachusetts limited liability company in good standing that is applying for

a license from the Massachusetts Cannabis Control Commission (the "Commission") to operate an adult use Marijuana Retailer Establishment ("MRE") in the Commonwealth.

220 ONEIL will file, in a form and manner specified by the Commission, an application for licensure as an MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2 Operations

220 ONEIL has purchased a building of approximately 8,000 square feet located at 220 ONEIL O'Neil Boulevard, Attleboro, MA, 02703. Approximately 3,500 square feet of this structure will be dedicated for use as a Marijuana Retailer Establishment. 220 ONEIL O'Neil Boulevard is a commercial/retail building that was previously a restaurant/ bar, but the building has been closed for several years. Although the building is in good condition, 220 ONEIL intends to make significant modifications to the facility to renovate interior conditions and install state-of-the-art security systems. The dispensary will occupy approximately 50% of the building, while the use of the other half has not yet been determined. There is ample existing parking of 68 parking spaces on site for customers and staff, as well as street parking adjacent to the dispensary.

220 ONEIL's facility will be designed with the specific intentions of ensuring customer safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuances that are intended to facilitate one-on-one conversations between customer service representatives ("Budtenders") and its customers. There will be display cases, showcasing product, and ten point of sale stations for transactions. 220 ONEIL will scrupulously invest in security, interior design, quality control, product testing, and staff training.

220 ONEIL will purchase all of its marijuana flower and marijuana products to be sold at its dispensary from licensed Marijuana Cultivators and Product Manufacturer Establishments within the Commonwealth of Massachusetts.

2.3 Inventory Procedures

220 ONEIL O'Neil has created extensive Standard Operating Procedures ("SOP") for all company operations including:

1. inventory controls and procedures for reviewing comprehensive inventories of its marijuana products;
2. conducting a monthly inventory of finished and stored marijuana, and stored marijuana products;

3. conducting a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
4. promptly transcribing inventories if taken by use of an oral recording device.

220 ONEIL will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

220 ONEIL will maintain records which will be available for inspection by the Commission and the host community upon request. The records will be maintained in accordance with generally accepted accounting principles (GAAP). Records will be maintained for at least twelve (12) months.

Additional information on 220 ONEIL's inventory procedures are available in the Inventory Procedures document included with this submission.

2.4 Security

220 ONEIL will hire and contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community of Attleboro.

220 ONEIL's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system or power failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised. Auxiliary power will be available via an on-site generator, should power be lost at any time.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the municipal and state Police Departments. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times. An eight (8) foot security fence will surround the property on all sides with only two points of ingress and egress.

220 ONEIL's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and 220 ONEIL will maintain a current list of individuals with access.

On-site consumption of marijuana by 220 ONEIL's employees and visitors will be prohibited. 220 ONEIL will have security personnel on-site during business hours.

Business Hours of Operation:

Monday – Saturday: 9:00am – 8:00pm

Sunday: 10:00am – 6:00pm

Additional information on 220 ONEIL's security plan is available in the Security Plan document included with this submission.

2.5 Benefits to the City of Attleboro

220 ONEIL looks forward to working cooperatively with the City of Attleboro ("City") to ensure that 220 ONEIL operates as a responsible, contributing business to the local community. 220 ONEIL will establish a mutually beneficial relationship with the City of Attleboro in exchange for permitting 220 ONEIL to operate. The City stands to benefit in various ways, including but not limited to the following:

a. Jobs. 220 ONEIL estimates adding fifteen (15) to twenty-five (25) full-time jobs for qualified residents of the Greater Attleboro area.

b. Host Community Agreement. A Host Community Agreements under which 220 ONEIL will make significant Community Impact Payments to the City will provide additional financial benefits beyond local property taxes to fund a variety of community and local programs, services, or organizations.

c. Access to Quality Legal Product for Consumers. 220 ONEIL will ensure only qualified consumers, ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that have been regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current illegal black market for marijuana, in which consumers are not required to verify their age and marijuana products are not tested.

d. Local Sales Tax Revenue. The City will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.

e. Control. In addition to the Commission, the Attleboro Police Department will have oversight of 220 ONEIL's security systems and processes.

f. Responsibility. 220 ONEIL is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.

g. Economic Development. 220 ONEIL's project will revitalize the surrounding area, through the renovation of its property and contribute to the overall economic development of the local community.

3. MARKET RESEARCH

3.1 Industry

29 States and Washington D.C have laws broadly legalizing marijuana use. Approximately sixty-three percent (63%) of Americans support the legalization of marijuana.

The cannabis industry is among the fastest growing industries in the United States. According to a recent study released by the Massachusetts Department of Public Health over twenty-one percent (21%) of adults in Massachusetts have used marijuana within the last thirty (30) days. Conservative estimates of $30-$37 billion in annual US sales of cannabis by 2024. Massachusetts is a leading market in the Northeast and on track to achieve over $1B of sales in 2022 according to New Frontier Data.

3.2 Customers

The City of Attleboro and North Attleboro have a combined population of approximately 76,000 (2019), and the population of Bristol County is approximately 565,000 (2019). 220 ONEIL's target customers are consumers, 21 years of age or older, who live in, work in and visit the City of Attleboro and the surrounding communities of Bristol County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

3.3 Competitors

220 ONEIL main competitors will include other licensed Retailer Establishments in the City of Attleboro and in other adjacent local municipalities. There are a total of five (5) possible MRE licenses to be awarded in the City. As of January, 2021 only one MRE is currently open for business.

3.4 Competitive Advantage

220 ONEIL is located in an easily accessible, commercial area of Attleboro in convenient proximity to interstate highways I495, I95 and Route 295, with easy access from South Main Street and highway Rt. 152.

The company is located in a stand-alone building with ample street frontage. This location gives the dispensary clientele ample parking on its property so that its clientele may access the facility easily without traffic congestion. Clientele will be able to shop comfortably without rushing and will allow them to make informed purchases through interaction with trained Budtenders. The openly situated site plan will allow for easily implemented security measures that will ensure the safety of the customers. The flow of traffic for 220 ONEIL will be more advantageous than others as the proposed location will be accessible by two means of egress and ingress to the property though gates which will be locked and secured after hours of operation.

220 ONEIL's competitive advantage includes a commitment to sustainable "best practices" implemented throughout the facility by reducing waste when possible using recycled and paper packaging, LED lights, recycling programs, and highly efficient heating and cooling technology.

4. PRODUCTS & SERVICES

4.1 Core Products

Our core products will be cannabis flower and cannabis derivative products, which will come in a variety of strains and product types. All cannabis products will be sourced from cultivators and processors that are accredited and licensed to operate by the Commission in the state of Massachusetts. 220 ONEIL will also engage in the sale of marijuana related products, such as accessories and hardware.

4.2 Pricing Structure

220 ONEIL's pricing structure will vary based on market conditions. The Company plans to produce products of superior quality and will price its products accordingly.

5. SALES & MARKETING

5.1 Growth Strategy

220 ONEIL will seek additional and appropriate locations in the surrounding region to expand business and reach an increasing number of customers in the future. 220 ONEIL's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience; and
5. A caring and thoughtful staff of consummate professionals.

5.2 Communication

220 ONEIL will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, per code 935 CMR 500.105(4) (a), in their entirety in a conspicuous and visible manner on the advertisement.

All marketing, advertising, and branding produced by, or on behalf of 220 ONEIL will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi):

> "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There

may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

220 ONEIL will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Engaging customers with knowledgeable in-store personnel.

220 ONEIL will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store. 220 ONEIL will seek events where eight-five percent (85%) or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, 220 ONEIL will market its products and services to reach a wide range of qualified consumers.

5.3 Product Packaging

220 ONEIL will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow the consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization:

"INCLUDES MULTIPLE SERVINGS."

220 ONEIL will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving

size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Branding and Logos

220 ONEIL will develop logos and branding that complies with state regulations and that will distinguish 220 ONEIL from its competitors for use in labeling, signage and other materials such as letterhead, customer "takeaway" bags for purchases and distributed materials. The logo will be discreet, unassuming, and will not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

6. FINANCIAL PROJECTIONS

Pro Forma Financial Projections

	220 ONEIL LLC - Dispensary			
	2022	2023	2024	2025
Adult Use: For-Profit	20 min			
Serviceable Market	272,423	273,513	274,607	275,705
Consumer Population	10%	10%	10%	10%
Access Adjustment	40%	40%	40%	40%
Total Consumers	10,897	10,941	10,984	11,028
Oz per Month/Consumer	0.25	0.25	0.25	0.25
Active Consumer Percent	85%	85%	85%	85%
Total Active Customers	9,262	9,299	9,337	9,374
Total Ounces Purchased	13,894	27,898	28,010	28,122
Total Pounds Purchased	868	1,744	1,751	1,758
Cultivation Avg Production Cost per $/lb	$ 4,000	$ 3,800	$ 3,400	$ 3,000
Cultivation Avg Production Cost per $/oz	$ 75	$ 75	$ 75	$ 75
Dispensary Avg $/lb	$ 7,200	$ 7,000	$ 6,800	$ 6,600
Dispensary Avg Selling $/oz	$ 450	$ 438	$ 425	$ 413
Paraphernalia Margin	50%	50%	50%	50%
Paraphernalia Sales	5%	5%	5%	5%
Sales Tax	20.00%	20.00%	20.00%	20.00%
Corporate Tax****	21.00%	21.00%	21.00%	21.00%
Cannabis Sales	$ 6,252,108	$ 12,205,504	$ 11,904,202	$ 11,600,295
Other Sales (paraphernalia, etc)	$ 312,605	$ 610,275	$ 595,210	$ 580,015
Total Revenue	$ 6,564,713	$ 12,815,779	$ 12,499,412	$ 12,180,310
Cultivation and Para Expenses (COGS)	$ 3,629,696	$ 6,930,983	$ 6,249,706	$ 5,562,869
Gross Profit	$ 2,935,017	$ 5,884,797	$ 6,249,706	$ 6,617,441
Operating Expenses (30% of Gross Profit)***	$ 880,505	$ 1,765,439	$ 1,874,912	$ 1,985,232
HCA**(3% of gross)	$ 206,941	$ 384,473	$ 374,982	$ 365,409
Operating Income	$ 1,847,571	$ 3,734,884	$ 3,999,812	$ 4,266,799
Income Taxes*	$ -	$ 784,326	$ 839,961	$ 896,028
280E Tax (1%?)	$ 69,342	$ 133,489	$ 124,944	$ 116,329
Net Income	$ 1,571,287	$ 2,432,596	$ 2,659,925	$ 2,889,034

7. TEAM

7.1 General

220 ONEIL intends to create 20-30 +/- full and part time staff positions within the first three (3) years of operations in Attleboro. No individual on the 220 ONEIL team is a controlling individual with more than three licenses in a particular class of license. 220 ONEIL has

assembled a team of experienced professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including:

- Staff leadership and development departments
- Time and resource management
- Coaching, training, mentoring
- Incident command
- Policy development
- Budget management

7.2 Team

Adam Hostetter: **Chief Executive Officer**

Mr. Hostetter is an entrepreneur with over twenty-five years of experience building successful businesses from the ground up. He was a member of the U.S. Olympic Snowboard team, competing in the 1998 Olympics in Nagano, Japan.

After an early career on the Snowboard World Cup in his teens and early 20's, he started an online retail company in 1999 and sold the business in 2005. At this point, after living in Lake Tahoe, CA for over twelve years, he decided to return to the East Coast to be closer to family, as he started a family of his own. Over last eighteen years Mr. Hostetter has been building, developing and maintaining homes and commercial buildings all over Massachusetts.

He has developed a staff of 20+ employees who have been working as a team to complete some amazing projects totaling over $150 million in construction revenue. During this time, he has bought and sold a Mobil gas station, as well as a purchasing a local restaurant and grocery market, which he continues to own and operate today. This extensive business experience has been instrumental in garnering the knowledge and depth of leadership needed to successfully lead his team at 220 ONEIL LLC into the legal Cannabis marketplace in Attleboro, MA.

Frank Falcone: Operating Officer

Mr. Falcone is an experienced entrepreneur and businessman with over twenty-five (25) years of corporate and retail management experience, specifically in the hospitality sector. His expertise lies in operations, specifically systems development, as well as the implementation and optimizing of organizational efficiencies by streamlining business procedures. His "hands-on" approach of executing business strategy with the customer experience taking precedence ensures

the highest quality customer retention. Mr. Falcone also has significant experience leading a team of 50+ employees, managing all aspects of multiple projects, and forging strong relationships with clients, vendors and project teams to deliver superior business results.

Mr. Falcone graduated with honors from Boston College. He also holds an MBA in International Business from Suffolk University and is a member of the Beta Gamma Sigma National Honor Society. He has been active in many local, regional and national charities through organizations such as Big Brothers Big Sisters of America, Habitat for Humanity, the American Cancer Society, Autism Speaks, The Wounded Warrior Project & the Clark Cancer Center.

Travis Hellyer: **Marketing & Brand Strategy Officer**

Mr. Hellyer is a twenty-year marketing veteran with experience spanning the entertainment, tech, fashion, and music industries. His focus is on innovation, working with renowned tech, media, cannabis, fashion brands, and major record labels. He is a leading lifestyle, entertainment, media-brand and business development expert with a focus on creating opportunities between the start-up, investment, and lifestyle brand ecosystems. His work has focused on developing innovative brand strategies, partnerships, and digital platforms for the world's most iconic lifestyle brands including: Steve Madden Music, Nike, Uber, J. Crew, Vogue Magazine, XBox - Microsoft, Sony, Warner, Universal, Honda, VH1, Pepsi, BMG, EMI, AMC, Red Bull, Hurley, World Poker Tour, Kenneth Cole, Taco Bell and many more.

Most recently Mr. Hellyer has acted as an Advisor and Experiential Event Partner at Big Rock Venture, where he helped direct all creative efforts of the brand, establishing Big-Rock Venture as a premier Lifestyle and Cannabis Industry Accelerator. He worked on all aspects of event execution and activation from artist booking and event production, to print ads and social media development.

In addition to collaborations with Big Rock, he has been leading Hellyeah Industries, a California-based company developing a portfolio of lifestyle cannabis brands led by a diverse group of world-class founders. Their specialty is helping proven entrepreneurs with compelling concepts make cannabis products for their target audiences. They identify neglected consumer segments or product categories and build new brands with handpicked teams that are dedicated to filling the voids.

Mr. Hellyer is also a Partner at Butchershop™, an independent, award-winning creative agency specializing in deep discovery, brand strategy, culture, content and digital experiences. Butchershop™ creates strategies that help companies develop thoughtful and desired brand experiences.

Michael Allen: Security Officer

Mr. Michael Allen is an FBI National Academy graduate with over 30 years of law enforcement experience. He has been fully accountable for staffing, budgeting, policies, procedures,

integration, implementation, and overall crime prevention through a variety of means, to include Community Policing, Crime Analysis and CompStat. He was a member of the City of Rochester, New Hampshire for over twenty-nine (29) years, retiring at the rank of Chief of Police. During his tenure, he was pivotal in crime reduction strategies in 2015 that resulted in a 35% reduction in overall property crime (63% reduction in shoplifting) and a 118% increase in drug-related arrests. He worked collaboratively with Frisbie Hospital in 2016 to implement a new Recovery Center in Rochester, New Hampshire in conjunction with a Community Access to Recovery program in the police department on a 24/7 basis. He worked collaboratively with Frisbie Hospital to implement the first Narcan administration program for police officers in the State of New Hampshire. He also worked collaboratively with the Rochester School Department to introduce L.E.A.D (a new substance abuse prevention/education program for youth) in grades 3, 6 and 9, and designed and implemented the department's first formal Strategic Plan.

8. CONCLUSION

220 ONEIL is a local, community-focused business which intends to efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Attleboro and the surrounding communities of Bristol County.

220 ONEIL is well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, 220 ONEIL looks forward to working cooperatively with the City of Attleboro and surrounding areas that have been disproportionately affected by the war on drugs, specifically Taunton and Mansfield, by making commitments in the spirit and practice of prioritized minority hiring and promoting business locally. Wherever possible, 220 ONEIL will also prioritize the hiring of local vendors to help support the local economy, as it establishes itself in the City of Attleboro.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Plan for Obtaining Liability Insurance

Purpose

The purpose of this plan is to outline how 220 O'Neil, LLC ("220 Oneil") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

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

Plan

1. Once 220 Oneil has received its Provisional Marijuana Establishment License, we will engage with an accredited insurance provider who is experienced in the legal marijuana industry.

    a. Pursuant to 935 CMR 500.105(10), 220 Oneil will obtain and maintain general liability insurance coverage for no less than $1,000,000.00 per occurrence and $2,000,000.00 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000.00 per occurrence and $2,000,000.00 in aggregate, annually.

    b. The deductible for each policy will be no higher than $5,000.00 per occurrence.

2. Pursuant to 935 CMR 500.105(10)(a), in the event that 220 Oneil cannot obtain the required insurance coverage, 220 Oneil will place a minimum of $250,000.00 in an escrow account. These funds will be used solely for the coverage of liabilities. 220 Oneil will replenish this account within ten business days of any expenditure.

3. 220 Oneil will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Separating Recreational from Medical Operations

220 O'Neil LLC ("220 Oneil") will only be operating an adult-use marijuana dispensary and will not, at this time, be seeking a medical license from the Cannabis Control Commission.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Plan for Restricting Access to Age 21 and Older

220 Oneil LLC ("220 Oneil") will only be accessible to customers who are 21 years of age or older with a valid, government issued photo ID that will be checked and determined to be valid and legal, pursuant to 935 CMR 500.050(8)(b). Upon entry into the secure vestibule of the marijuana dispensary by a consumer, a 220 Oneil agent will immediately inspect the individual's document for proof of identification and ascertain the individual's age, in accordance with 935 CMR 500.140(2).

220 Oneil will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

In the event a 220 Oneil employee discovers that any of its agents have intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l).

220 Oneil will not manufacture or sell any edible products that resemble a realistic or fictional human, anima,l or fruit, including artistic, caricature, or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

Pursuant to 935 CMR 500.105(4), 220 Oneil will not engage in any marketing, advertising or branding practices that are, deemed to appeal to, target, or portray minors under the age of 21. 220 Oneil will not produce any print, online or media advertising, marketing, or branding by means of television, radio, media, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including, sporting events, concerts, fairs, or other charitable or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by dependable and up-to-date audience composition data. In accordance with 935 CMR 500.105(4)(a)(7), any marketing, advertising, and branding materials for public viewing will include a warning stating:

> "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of marijuana.**"

In accordance with 935 CMR 500.105(4)(b)(13), 220 Oneil's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

Pursuant to 935 CMR 500.105(6)(b), 220 Oneil's packaging for any marijuana or marijuana products will not resemble existing branded products, utilize bright colors, feature cartoons or celebrities commonly used to promote products targeted for purchase or use by minors, feature

images of minors or other words or slang terms that refer to products commonly associated with minors or otherwise be attractive to minors.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Quality Control and Testing

Quality Control

220 Oneil LLC ("220 Oneil") will be operated strictly as a retail dispensary with no products being manufactured, cultivated, or made on site. 220 Oneil will adhere to all of the following sanitary requirements:

1. Agents whose job includes contact with marijuana or non-edible marijuana products are subject to the requirements of food handlers specified in 105 CMR 300.000, and all edible marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000;

2. Any 220 Oneil agent working in direct contact with marijuana or non-edible marijuana products will conform to sanitary practices while on duty, including washing hands thoroughly in an adequate hand-washing area before starting work or using hand sanitizers to wash hands, and at any other time when hands may have become soiled or contaminated, throughout the work shift. 220 Oneil's hand-washing facilities will be satisfactory and easily accessible and will be equipped with running water at a suitable temperature. Hand-washing facilities will be located in 220 Oneil's common areas, bathrooms, break room, and where otherwise normal or needed. Acceptable sanitary practices require employees to wash and sanitize their hands, and will provide effective hand cleaning and sanitizing solutions and sanitary towels or suitable drying devices;

3. All agents will maintain sufficient and adequate personal hygiene;

4. The dispensary facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

5. 220 Oneil will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests, rodents, or animals. The operating systems for waste disposal will be maintained in a suitable manner that is in compliance with 935 CMR 500.105(12);

6. 220 Oneil's buildings, furniture, fixtures, storage cases, POS displays and other physical facilities will be maintained in a sanitary condition;

7. All floors, walls, and ceilings will be constructed in such a manner that they may be easily kept clean and in good repair;

8. 220 Oneil will ensure that the facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Its buildings, fixtures, and other

physical facilities will be maintained in a generally accepted sanitary condition;

9. The dispensary's entire facility will have suitable lighting in all storage areas, as well as areas where equipment or utensils are cleaned, in order to maintain safe conditions;

10. All contact surfaces, including equipment, display cases, door handles, and railings will be maintained in a clean and sanitary condition. Such surface will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment will be so designed and of such material and workmanship as to be easily cleaned;

11. Any toxic items or chemicals will be labeled, identified, held, and stored in a manner that protects against contamination of marijuana products;

12. 220 Oneil will ensure that its water supply is sufficient for necessary operations and that the water supply is both safe and potable;

13. Plumbing at 220 Oneil will be of adequate size and design, and correctly installed by professional plumbers and maintained to carry sufficient amounts of water to required locations throughout the marijuana establishment. Plumbing will properly transport sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connection between the potable and waste water lines;

14. 220 Oneil will provide its employees with adequate, readily accessible toilet facilities that are maintained and kept in a sanitary condition and in good repair;

15. 220 Oneil will hold all products that can support the rapid growth of undesirable microorganisms in a manner which prevents the growth of these microorganisms; and

16. 220 Oneil will store marijuana products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of their containers.

Established policies and procedures for handling voluntary and mandatory recalls of marijuana products will be followed at 220 Oneil. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by 220 Oneil to remove defective or potentially defective marijuana products from public sale, as well as any action undertaken to promote public health and safety.

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

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

Testing

220 Oneil will not cultivate, manufacture or process any marijuana products. All product will be created and packaged offsite and purchased through licensed vendors. Testing of 220 Oneil's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the DPH.

Testing of 220 Oneil's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

The policy to respond to laboratory results which indicate marijuana or marijuana products have contaminant levels which are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and subsequently disposing of the production batch. This notification, administered in a timely manner, will describe an anticipated plan of action for both the destruction and disposal of the contaminated product and an assessment to determine the source of said contamination.

All testing results at 220 ONeil will be in compliance with 935 CMR 500.000 et seq and the record keeping policies described therein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from the Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of 220 Oneil's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to 220 Oneil for disposal or by the Independent Testing Laboratory disposing of it directly.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Recordkeeping Procedures

Overview of Recordkeeping
In order to ensure the maintenance, safe keeping, and accessibility of critical records and documents, 220 Oneil LLC ("220 Oneil") has established the following policies regarding recordkeeping and record-retention. Electronic and "wet" signatures are deemed accepted forms of execution of 220 Oneil documents. All written records will be available for inspection by the Commission upon request. All physical records will be stored at 220 Oneil in a locked file cabinet designated for record retention.

Recordkeeping
Reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will be an integral part of 220 Oneil's quarter-end closing procedures, in order to guarantee that 220 Oneil is keeping and retaining all records as put forth in this policy. Moreover, 220 Oneil's operating procedures will be updated on a continuous basis as needed and be subject to review by the executive management team on an annual basis.

Corporate Records: Records that require, at a minimum, annual reviews, renewals, and updates including:

1. Insurance Coverage:

- Directors and Officers Policy
- General Liability Policy
- Product Liability Policy
- Employer Professional Liability Policy
- Workers Compensation Policy
- Umbrella Policy

2. Commission Requirements:

- Annual Agent Registration
- Annual Marijuana Establishment Registration

3. Local Compliance:

- Special Permits
- Variances
- Certificate of Occupancy
- As-Built Drawings
- Site Plan Approvals

4. Third-Party Laboratory Contracts

5. Corporate Governance:

- Secretary of State Filings
- Annual Report

Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (electronic is preferred) and at minimum include:

1. Monetary transactions;
2. Assets and liabilities;
3. Books of accounts, which will include, ledgers, invoices, accounting notes with supporting documents, agreements, checks, and vouchers;
4. Sales records including the cost, form, and quantity of marijuana products; and
5. Salary and wages paid to each staff member/agent, and any executive compensation, bonuses, benefits, or items of value paid to any person(s) affiliated with 220 Oneil, including members, if any.

Personnel Records: At a minimum will include:

1. Job descriptions for each staff member/agent and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. These records will be available to the commission for at least twelve (12) months after the termination of the agent's affiliation with 220 Oneil and will include, at a minimum, the following:

    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

■ The job description or employment contract that includes duties, authority, responsibilities, supervision, and qualifications;

■ 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 verification of references;

■ Documentation of any performance evaluations;

■ A record of any disciplinary action taken with regard to an agent/staff member; and

■ Notice of completion of responsible vendor and eight-hour related duty training.

3. An agent staffing plan that will establish accessible business hours;

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with 935 CMR 500.030.

Inventory Records
Record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

Handling and Testing of Marijuana Records
220 Oneil will maintain the results of all testing for a minimum of one (1) year.

Seed-to-Sale Tracking Records
220 Oneil will use a POS Software to maintain "real-time" inventory. The POS Software inventory reporting will meet the requirements stated by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana, marijuana ready for dispensing, all marijuana products, and all damaged, defective, contaminated, or expired marijuana and marijuana products awaiting disposal.

Inventory records will include, at a minimum, a summary of the inventory findings, the date of the inventory, and the names, titles, and signatures of the agents that conducted the inventory counts.

Security Records
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.

A current list of service personnel and authorized agents that have access to the secure surveillance room will be available to the Commission upon request.

Visitor Records
A record of visitor "sign-in/out" will be maintained by the security department. 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 accompanying the visitor.

Agent Training Records
All required training will be documented, including training regarding requirements of privacy and confidentiality, as well as 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).

Incident Reporting Records
220 Oneil will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), within ten (10) calendar days, by submitting an incident report, detailing the incident, the investigation, findings, resolution (if applicable), confirmation that Commission and the Police Department were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including video surveillance, photos (if possible) related to a reportable incident will be maintained by 220 Oneil for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Waste Disposal Records
220 Oneil will create and maintain a written record of the date, type, and quantity disposed of or handled, the manner of disposal or other handling, and the names of the two (2) 220 Oneil agents present during the disposal or handling, with their signatures indicating when marijuana or marijuana products were disposed of as necessary. 220 Oneil will keep said disposal records for at least three (3) years. This period of time will automatically be extended for the duration of any administration action which may be extended by an order of the Commission.

Transportation Records
220 Oneil will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

Written Operating Policies and Procedures
220 Oneil's operations policies and procedures will be updated on an ongoing basis as needed and will undergo a review by the executive management team on an annual basis. Policies and procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;

2. Staff/agent security policies, including personal safety and crime prevention techniques;

3. A description of 220 Oneil's hours of operation, as well as after-hours contact information, which will be provided to the Commission, made available to local and state law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;

4. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;

5. Storage of marijuana in compliance with 935 CMR 500.105(11);

6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

9. Alcohol, smoke, and drug-free workplace policies;

10. A list of all executives of 220 Oneil, and members, if any, of the licensee must be made available upon request by any individual. Such 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on 220 Oneil's website;

11. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

12. A plan describing how confidential information will be maintained;

13. Policy for the immediate dismissal of any dispensary agent who has:

    a. Any marijuana that has been found to be diverted will be reported the Police Department and to the Commission;

    b. Engaged in unsafe practices with regard to 220 Oneil's operations, which will be reported to the Commission; or

    c. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States, a foreign jurisdiction, or a military, territorial, or Native American tribal authority;

14. Policies and procedures for the handling of cash on 220 Oneil's premises including but not limited to storage, collection frequency and transport to financial institution(s);

15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;

16. Policies and procedures for energy efficiency and conservation that will include:

a. Identification of potential energy use reduction opportunities (including, but not limited to natural lighting, heat recovery ventilation and energy efficiency measures and materials used in facility build-out), and a plan for implementation of such opportunities;

b. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage);

c. Strategy of how to utilize any and all solar-powered energy generation at the facility/dispensaries;

d. Consideration of all possibilities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable; and

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

Record-Retention

Commission recordkeeping requirements will be met and administered. A copy of all records will be maintained for at least two (2) years, unless otherwise specified in the Commission's regulations.

Closure

In the event 220 Oneil closes, all records will be kept for at least two (2) years at 220 Oneil's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, 220 Oneil will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

220 Oneil LLC

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Maintaining of Financial Records

220 Oneil LLC's ("220 Oneil") operating policies and procedures have been instituted to ensure that all financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500).

The maintenance of the dispensary's financial records will include policies and procedures that require all recordkeeping requirements under 935 CMR 500.105(9) are followed, including:

1. Keeping written business records available for inspection and in accordance with generally accepted accounting principles, which will include manual or computerized records of:

    a. Monetary transactions;

    b. Assets and liabilities;

    c. Books of accounts, which will include journals, ledgers, and supporting documents, checks, invoices, agreements and vouchers;

    d. Sales records including the quantity, form, and cost of marijuana products; and

    e. Wages and Salaries paid to each employee, as well as executive compensation, bonuses, benefits, or items of value that have been paid to any individual affiliated with the marijuana establishment, including members, if any.

2. All sales recording requirements under 935 CMR 500.140(5) are followed, including:

    a. Confidential information, which will be maintained in a secure location, kept separate from all other records, and will not be released without the written consent of the individual to whom the information applies, or as required under law or pursuant to a court order from a valid jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Record Retention:

1. Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;

2. Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

3. Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500;

4. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by the DOR;

5. Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;

6. Additional written business records will be kept, including, but not limited to, records of:

    a. Adherence to, and compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);

    b. Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and

    c. Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

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Qualifications and Training

220 Oneil LLC ("220 Oneil") will make certain that all employees/staff hired to work at its dispensary are eligible to work as a marijuana establishment agent. Each employee will receive proper training to make certain that they are qualified to work in their respective roles in a compliance with 935 CMR 500.030.

Qualifications

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

220 Oneil will ensure that its employees are vetted and suitable for registration in compliance with the set of conditions set forth in the provisions of 935 CMR 500.802. In the event that 220 Oneil discovers any of its agents are not eligible for registration as a marijuana establishment agent, the agent's employment will be terminated immediately, and 220 Oneil will notify the Commission within one (1) business day that the agent is no longer employed with the dispensary.

Training

As required by 935 CMR 500.105(2), and prior to performing any job functions or hire, each of 220 Oneil's agents will successfully complete a training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will, at a minimum, include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

220 Oneil's managers and employees will attend and successfully complete a Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. 220 Oneil's new, non-administrative staff members will complete the Responsible Vendor Training Program within ninety (90) days of the date they are hired. 220 Oneil's managers and employees will then be required to successfully complete the program once every year moving forward. 220 Oneil will also encourage its administrative staff/employees who do not handle or sell marijuana to take the Responsible Vendor Training Program on a voluntary basis to help ensure compliance. Records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years by 220 Oneil and made available for inspection during normal business hours by the Commission upon request and to any other state licensing authority.

As part of the Responsible Vendor program, 220 Oneil's agents will receive training on a myriad of topics pertinent to marijuana establishment operations, including but not limited to the following:

1. Marijuana's potential effects on the human body, including physical effects based on different types of marijuana products and methods of administration, train agents to recognize the visible signs of impairment;

2. Compliance with tracking requirements;

3. Acceptable forms of identification, including verification of valid photo identification and confiscation of fraudulent identifications prior to entrance to the dispensary;

4. Such other areas of training determined by the Commission to be included;

5. Other significant state laws and rules affecting operators, such as:
    a. Local and state licensing and enforcement;
    b. Any administrative and criminal liability and license sanctions and court sanctions;
    c. Health and safety standards, including waste disposal;
    d. Customers prohibited from bringing marijuana products onto licensed dispensary premises;
    e. Permitting inspections by state and local licensing and enforcement authorities;
    f. Licensee responsibilities for activities occurring within licensed premises;
    g. Permitted hours of sale and conduct of establishment;
    h. Maintenance of records and privacy issues;
    i. Prohibited purchases;
    j. Incident and notification requirements; and

6. Best practices for prevention of diversion and prevention of sales of any cannabis products to minors.

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Energy Compliance Plan

220 Oneil LLC ("220 Oneil") will maintain Energy Compliance in accordance with the following guidelines:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation as to why the identified opportunities were not pursued, if applicable;

3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and

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

220 Oneil will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested, will provide energy and water usage reporting to the Commission in a form determined by the Commission.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). 220 Oneil will regularly check for such guidelines and continue to follow the Commission's standards.

220 Oneil will be implementing various methods of maintaining state of the art energy efficiency practices, such as installing more efficient equipment (lighting, cooling/heating, and dehumidification systems), to control energy costs and optimize energy performance by developing more comprehensive energy management programs. Energy management includes managing overall energy costs and reducing energy consumption through improved efficiency. 220 Oneil will be encouraging facility managers and employees to pay more attention to energy consumption because we recognize it is essential for measuring improvements in energy efficiency over time.

For indoor operations, LED lighting fixtures are being successfully applied to all rooms, saving up to 50% of the lighting energy compared to the standard practice. For cooling/heating and

dehumidification, we are saving energy by using split ductless air conditioning units in place of standard rooftop units.

We will also take advantage of any relevant energy efficiency programs offered by local utility companies, and are in contact with MassSave to conduct a Small Business Energy Assessment for the facility.

This plan will be evaluated annually to ensure 220 Oneil takes advantage of all opportunities for energy efficiency.

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Personnel policies including background checks

Overview
220 Oneil LLC (220 Oneil) has put together a local team of staff to implement the operations of the dispensary. 220 Oneil intends to create twenty (20) or more full and part time staff positions within the first three (3) years of operations in the Town of Attleboro. 220 Oneil's goal is dedicated to hiring locally and will prioritize the hiring of individuals from the City of Attleboro, Town of Mansfield & City of Taunton, MA. No individual on the 220 Oneil team is a controlling individual with more than three (3) licenses in a particular class of license and no manager, director, officer, investor, or other individual affiliated with the company has been convicted of any criminal disqualifying conditions, offenses, and violations as set forth by 935 CMR 500.

Job Descriptions
220 Oneil will have a managerial and staffing program that is consistent with the job roles and responsibilities below. Some tasks and job functions may shift to other staff or managerial members as the volume of business dictates.

Retail Inventory Manager: The Retail Inventory Manager is responsible for taking inventory on a daily basis, as well as a weekly and monthly inventory count and waste disposal documentation. The inventory manager will perform the annual inventory in conjunction with the compliance department. Additional duties include, but are not limited to:

- Overseeing the processes involved with maintaining daily stock of product on the sales floor
- Implementing inventory tracking systems
- Directing the Assistant Inventory Managers with the tracking of all supplies and cannabis products within the dispensary
- Researching and correcting any variances in product within the inventory tracking system
- Maintaining compliance with all of the state-regulated inventory documents and reporting
- Continuing to train and learn the METRC system and other inventory systems
- Leading a staff of Assistant Inventory Managers in the dispensary setting
- Maintaining a clean and organized work environment
- A multitude of other managerial duties and tasks as assigned/needed by 220 Oneil management

Assistant Retail Inventory Manager: Assistant Retail Inventory Managers are responsible for all retail inventory and to coordinate with/report directly to the Retail Inventory Manager. Responsibilities include, but are not limited to:

- Maintaining daily stock of cannabis and cannabis-related products available for sale
- Implementing the inventory tracking systems designated by the Retail Inventory Manager
- Maintaining and tracking the levels of all supplies and cannabis products within the dispensary
- Analyzing the dispensaries suppliers to ensure the company is receiving cost-effective deals
- Finding and correcting any product variances/deltas within the inventory tracking system
- Maintaining compliance with all of the state-regulated inventory documentation
- Continuing to train and learn the METRC system and other inventory systems
- Directing staff to maintain a clean and organized work environment

Dispensary Manager: The Dispensary Manager is responsible for all daily operations and maintenance of the dispensary, including interior and exterior areas. The Dispensary Manager will:

- Oversee day-to-day operations of the dispensary, both inside the building and in its parking area and outside grounds
- Complete all financial reporting
- Oversee physical inventory as well as storage and supply of cannabis
- Train and lead staff members
- Maintain dispensary compliance with all local, state, and federal regulations
- Oversee a sales/distribution process that is professional, confidential, and safe for all patients and customers
- Oversee the monitoring and maintenance of product inventory levels in coordination with the Inventory team, as well as keeping track of expired products
- Manage financial records and daily cash handling procedures
- Provide and inspire retail staff to deliver best-in-class customer service
- Maintain in-depth knowledge of products and strains in the store, as well as industry-wide product knowledge
- Lead staff to exceed goals set forth by the Retail Operations Manager
- Review all customer feedback, requests, and concerns and provide resolutions
- Inspire, motivate, supervise, and direct dispensary staff
- Maintain a clean and organized store

Assistant Dispensary Manager: The Assistant Dispensary Manager supervises and participates in all aspects of daily dispensary tasks. The Assistant Dispensary Manager operates under the supervision of the Dispensary Manager and will:

- Oversee and run the daily operations of the dispensary
- Assist the Dispensary Manager with necessary reports
- Oversee the sales transaction process
- Monitor and maintain “real-time” inventory levels in coordination with the Inventory team and keep track of products that have expired

- Maintain retail dispensary compliance with all local, state, and federal regulations
- Manage the financial records and daily cash-handling procedures during shift
- Provide and inspire retail staff to deliver best-in-class customer service
- Maintain in-depth knowledge of the cannabis products and strains in the store, as well as have a strong command of general cannabis product knowledge
- Lead staff to exceed the goals set forth by the Retail Operations Manager
- Review all customer feedback, requests, and concerns and provide resolution of any issues
- Inspire, motivate, supervise, and direct dispensary staff
- Maintain a clean and organized store

Dispensary Shift Supervisor: The Dispensary Shift Supervisor is responsible for maintaining high store productivity levels and for maintaining a positive customer experience. The Dispensary Shift Supervisor coordinates and reports directly with the Dispensary Manager and/or Assistant Manager. The Dispensary Shift Supervisor is responsible for the following:

- Overseeing the daily dispensary operations
- Maintaining retail dispensary compliance with all local, state, and federal regulations
- Overseeing the sales process
- Serving as a liaison to the local community by providing accurate information to patients and medical providers
- Monitoring and maintaining inventory levels during their shift, in coordination with the Inventory team, and to keep track of expiring products
- Managing the financial records and daily cash-handling procedures during shift
- Maintaining a clean and organized store

Budtender: Budtenders have direct connection with the customer and are responsible for all the daily tasks in their assigned areas within the dispensary. The Budtenders are to report directly to the Dispensary Manager as well as to Assistant Managers and Shift Supervisors. Responsibilities include, but are not limited to:

- Providing each patient or customer with “first class” customer service
- Educating patients and customers on all varieties of cannabis and cannabis-infused products in the store
- Ensuring that all forms and other paperwork are properly filled out and completed in a timely manner
- Complying with all state regulations and company standard operating procedures and best practices
- Making accurate retail transactions with customers
- Stocking and restocking store product
- Operating the POS system and efficiently and accurately processing payments
- Maintaining cleanliness of display cases and the dispensary
- Other tasks as assigned by management

Custodian: Custodians are responsible for maintaining the cleanliness in assigned (non-vault) areas and keeping up with all maintenance issues. Custodians are to report directly to the Facilities Manager or the Shift Supervisor. Responsibilities include, but are not limited to:

- Cleaning and maintaining the designated areas, both inside and outside of the facility daily, including the dispensary, offices, conference rooms, restrooms, parking lot, indoor and outdoor public areas.
- Dusting, vacuuming, sweeping, mopping, shampooing carpets, cleaning windows, polishing, cleaning display cases (outsides), and emptying trash on a daily basis.
- Maintaining and stocking supply rooms and bathrooms as needed.
- Reporting maintenance issues as soon as they come to their attention
- Completing minor building repairs.
- Conducting a daily check for potential safety issues in all public and bring them to the attention of the on duty Manager or Shift Supervisor.
- Working with the staff, when necessary, to remove debris, leaves, snow, and other obstructions from parking lot/outside areas of the dispensary property.
- Assisting the Manager staff with any other duties and tasks as asked.

Surveillance Associate: Surveillance Associates monitor 220 Oneil's security systems including alarms, video surveillance, and motion detectors. Surveillance Associates are responsible for making sure that only authorized individuals are allowed access to the 220 Oneil facility by verifying appropriate ID cards and other forms of identification. In addition, Surveillance Associates shall perform the following duties and other duties upon request:

- Monitor and enforce 220 Oneil's safety and security measures
- Monitor the security cameras and systems to help prevent diversion and investigate and issues of diversion
- Receive secure deliveries and packages, including cannabis product for the dispensary
- Assist with all state inspections
- Assist with general dispensary issues, discrepancies, personnel or customer issues as needed
- Develop action plans with the Dispensary Manager to ensure execution and follow up of physical security gaps
- Maintain compliance and records as required by the state and municipality
- Facilitate and maintain relationships with local law enforcement, fire department, and all other local and state emergency services
- Other duties as assigned by the Dispensary Manager or Operations Manager
- Write various reports as deemed necessary

Expected Salary/Wage Range for Dispensary Positions:
Dispensary Manager, Full-Time, $55k-65k/yr.
Inventory Manager, Full-Time, $45k-55k/yr.
Full-Time Associates/Agents, approximately 4 needed, $35k-45k/yr.

Part-Time Associates/Agents, approximately 12 needed, $20k-25k/yr.
Security, Full-Time, 3 needed, $30k-35k/yr.
Custodian, Full-Time, 1 needed, $20k-25k/yr.

Staff/ Agent Personnel Records

220 Oneil will maintain personnel records as a distinct category of records because of the sensitivity of the information regarding agents and staff members, including registration status and background check records. 220 Oneil will keep, at a minimum, the following personnel records:

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

Personnel records for each staff member/agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with 220 Oneil and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description which includes job duties, responsibilities, authority, qualifications, and supervision;
- Documentation of all training required, including training regarding privacy and confidentiality requirements, and the signed statement of each individual indicating the date, time, and place he or she received their training and the subjects discussed, including the name and title of presenters
- Documentation of all formal and informal performance evaluations
- A record of any disciplinary action taken
- Notice of completed responsible vendor training and eight-hour related duty training
- Results of initial background investigation, including CORI reports
- Documentation of all security related events (including violations) and the results of any investigations and the description of necessary actions required to correct any violations, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours

Hiring and Recruitment

220 Oneil's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether

specific positions need to be created in response to company needs. 220 Oneil's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hirings, terminations, promotions, trainings, wages, and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- 220 Oneil's Diversity Plan and Community Initiatives;
- 220 Oneil's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

220 Oneil is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is 220 Oneil's mission to provide a professional workplace free from harassment and discrimination for employees. 220 Oneil will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination based on any protected trait or characteristic is contrary to 220 Oneil's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Adversely or negatively affects an individual's employment opportunities.
- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- Has the purpose or effect of unreasonably interfering with a staff member's work performance;

Employees are expected to maintain the highest degree of professional behavior at all times. Any harassment or discrimination by employees is strictly prohibited. Further, harassment or discriminatory behavior of non-employees directed at 220 Oneil employees or customers is also forbidden and will be promptly addressed. If the security staff is needed, they will intervene in any situation as necessary.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a

220 Oneil facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

Workplace Attire

The required attire for registered agents at 220 Oneil varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that the employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Business Hours

Monday:	9:00 a.m. - 8:00 p.m.
Tuesday:	9:00 a.m. - 8:00 p.m.
Wednesday:	9:00 a.m. - 8:00 p.m.
Thursday:	9:00 a.m. - 8:00 p.m.
Friday:	9:00 a.m. - 8:00 p.m.
Saturday:	9:00 a.m. - 8:00 p.m.
Sunday:	10:00 a.m. - 6:00 p.m.

Overview of Personnel Policies and Procedures

Standard Employment Practices

220 Oneil values the contributions of its management and staff members. 220 Oneil will strive to be an industry leader in workplace satisfaction by offering competitive wage and benefits packages and developing an environment that values a proper “work-life balance,” has a transparent and accessible management team, and engenders a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts. The organization will be structured so that promotional opportunities within each department are possible, based on excellence of performance. Participation in training and bi-annual performance reviews will be important for any promotions or pay increases.

Written Policies

220 Oneil's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, workers’ compensation, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, personal privacy, email policy, 935 CMR 500 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary actions and procedures, working hours, pay

rates, bonuses, veteran preferences, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, drug policy, smoking policy, and a compliance hotline.

Investigations

220 Oneil will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

220 Oneil may retain legal counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at 220 Oneil are categorized by seniority and department. The executive management team oversees the overall success of the mission of the dispensary; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities to the best of their ability. Job classification consists of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending on the job position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. These schedules may change due to seasonality and business volume. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duties and staffing coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to make sure that adequate dispensary employee coverage is maintained on a daily basis and does not lead to unnecessary use of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly or quarterly basis. All staff will be notified if their attendance is required. Certain personnel, such as custodial staff, may not be required to attend mandatory meetings. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will be responsible for creating the agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks for staff/agents, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be the responsibility of executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year of employment and at six-month intervals in ensuing years. A written summary must be provided to, and signed by, the employee under review. Employee reviews must be retained in each employee's employment file. Performance reviews must encompass both positive performance actions and areas that will require improvement. Scoring systems may be used to help reflect an employee's overall work performance.

Leave Policies

220 Oneil's leave policies will comply with all state and federal statutes. All full-time employees will receive two, 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance or the date of the absence and approved by the employee's department manager. 220 Oneil will determine which holidays will be observed and which departments will not be required to work. 220 Oneil will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

220 Oneil anticipates observing the following holidays:

- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day
- New Year's Day

Disciplinary Policies Purpose

220 Oneil's discipline policies and procedures are designed to provide a controlled corrective action process to improve and prevent a recurrence of objectionable behavior and/or performance issues. The steps outlined below as 220 Oneil's discipline policies and procedures have been designed in congruence with 220 Oneil's organizational values, best practices, and state and federal employment laws.

220 Oneil reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the wrongdoing. The level of disciplinary action 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 have on 220 Oneil as an organization.

Procedure

Step A: Counseling & Verbal Warning

Step A creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem, issue, and/or violation of company policies and procedures. The supervisor is to clearly outline his/her expectations for the employee and the steps that the employee must take to improve their performance or resolve the problem.

Within five (5) business days, the supervisor/manager will prepare a written documentation of the Step A meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed. If the employee refuses to sign the document, it will be notated and could be grounds for immediate termination.

Step B: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step A have been corrected, 220 Oneil recognizes that this may not come to fruition. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step B, the immediate supervisor and a department manager or director 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. Management will give the employee the general or specific consequences of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance betterment plan (PBP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step B 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 PBP.

Step C: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents that are so problematical and harmful to the business, its staff members, or the customers that the most effectual action may be the temporary or permanent removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an internal investigation. The security personnel may be needed if the situation become violent or dangerous.

Suspensions that are recommended as part of the normal sequence of the discipline policies and procedures are subject to approval from a higher-level manager and the Human Resources Manager.

Depending upon the gravity 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 Human Resources Manager or another member of the management team 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 violation absolves the employee.

Step D: Termination of Employment

The last and most severe step in the discipline process is to terminate employment. Generally, 220 Oneil will try to use the above steps of the disciplinary process by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to the immediate termination of employment. However, 220 Oneil 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.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy or process provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy or process be read or construed as modifying or altering the employment-at-will relationship between 220 Oneil and its employees.

Appeal Process

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

If an employee does not present adequate information on their own behalf during a meeting, they will have five (5) business days after the meeting to present such information to the supervisor/manager who conducted the meeting.

Performance and Conduct Issues Not Subject to the Four-Step Discipline Process

Behavior that is unlawful or immoral is not subject to the normal discipline process and may be reported to local law enforcement. Theft, intoxication at work, fighting,

lewd and physically inappropriate acts, and other acts of violence are also not subject to progressive discipline and may be grounds for immediate dismissal/termination.

Documentation

Any employee subject to discipline will be provided with copies of all relevant documentation related to the four-step discipline process, including all PBPs. 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 official personnel file. If the employee refuses to sign the documents, this will be noted by two management or staff members that witness the refusal.

Separation of Employment

Separation of employment within an organization can occur for a multitude of reasons. Employment may terminate as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, dismissal/ termination. When an employee separates from 220 Oneil, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. *Resignation*

   Resignation is a voluntary act initiated by the employee to end employment with 220 Oneil. The employee must give a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to work the remaining two (2) weeks, the employee will not be eligible for rehire. The resignation date must not fall on the day after a holiday.

2. *Retirement*

   An employee who wishes to retire is required to notify their department manager and the Human Resources Manager in writing at least one (1) month prior to the planned retirement date. It is the practice of 220 Oneil to give special acknowledgment to employees at the time of their retirement.

3. *Job Abandonment*

   An employee who fails to report to work or contact their supervisor for two (2) consecutive shifts will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. If the employee fails to report to work, missing one shift, but reports to work on the next scheduled shift over one hour late, that employee will be subject to disciplinary action. If the employee fails to report to work for two consecutive shifts, the department manager will notify the Human Resources Manager at the expiration of the second missed shift and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. *Termination*

Employees of 220 Oneil are employed on an at-will basis, and the company retains the right to terminate any employee at any time.

5. *Reduction in Workforce*

An employee may be laid-off due to changes in duties, organizational changes, lack of funds, lack of work or due to seasonality. Employees who are laid-off may not appeal the layoff decision through the appeal process.

6. *Release*

Release refers to the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, keys, computers, uniforms, cell phones, and identification/facility access cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing 220 Oneil to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from 220 Oneil is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two (2) weeks' notice must be given, and the employee must work the entire two (2) work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck as well.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided to each employee. Employees will be required to pay their share of the dependent health and dental premiums (if applicable) through the end of the month.

Rehire

Former employees who left in "good standing" and were classified as eligible for rehire may be considered for reemployment at a later date. A new application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous time working at 220 Oneil will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

220 Oneil believes that, as an employer, it is in the best interest of both the organization and 220 Oneil's employees to fairly compensate its staff for the value of the work provided. It is 220 Oneil's intent to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully competent staff member. The system used for determining compensation will be objective and non-discriminatory in theory, application, and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related dispensaries, will include data for more specialized positions, and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace worth of every marijuana industry job directly comparable to similar jobs at 220 Oneil, factored for general financial 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, experience, responsibility, and accountability of one job to another, and arranging all jobs in a formal job scale structure.
5. Professional support and consultation may be necessary to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly capable workforce, while providing the structure necessary to efficiently manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by 220 Oneil.

1. On an annual basis the executive management team will review and approve, as fitting, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as necessary, funds to be allocated for total compensation, which would include base salaries, bonuses, variable-based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is responsible for ensuring that 220 Oneil is staffed with highly capable, fully qualified employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO:
    a. Determining the appropriate head count, titles, position levels, merit and promotional increases
    b. Determining the appropriate recompense consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are made in a fair and evenhanded manner.

<u>Agent Background Checks</u>

In addition to completing the Commission's agent registration process, all agents hired to work for 220 Oneil will undergo a detailed background check prior to being granted access to a 220 Oneil facility or beginning work duties therein.

Background checks will be conducted on all agents in their ability as employees or volunteers for 220 Oneil pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the eligibility of potential employees for registration as a marijuana establishment agent with the licensee.

For purposes of determining eligibility based on background checks conducted in accordance with 935 CMR 500.101(1), 220 Oneil will consider:

1. All circumstances, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States, or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
2. All criminal disqualifying conditions, circumstances, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
3. 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 begin 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, 220 Oneil will:

1. Act in accordance 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 a basis for Mandatory Disqualification or Presumptive Negative Suitability Determination.
2. 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, 220 Oneil will consider the following factors:
    a. Time since the offense or incident
    b. Age of the potential employee at the time of the offense or incident
    c. Nature and specific conditions or circumstances of the offense or incident
    d. Sentence imposed and length, if any, of incarceration, if criminal
    e. Penalty or discipline imposed, including damages awarded, if civil or administrative
    f. Association of offense or incident to nature of work to be performed
    g. Number of offenses or incidents
    h. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered
    i. If criminal, any germane 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
    j. Any other relevant information, including any information submitted by the subject.
3. Consider appeals of determinations of incompatibility based on claims of wrong 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, 220 Oneil 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 an additional 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 eligibility determination, an "adverse action" letter will be issued, providing the potential employee information on the final determination made by 220 Oneil along with any legal notices required.

All eligibility determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

Background checks/screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and competent of performing the searches required by the regulations and guidance provided by the Commission.
As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

References provided by the agent will be verified at the time of hire.

As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their ID cards annually and submit to other background screening as may be required by 220 Oneil or the Commission.

220 Oneil LLC

220 O'Neil Boulevard
Attleboro, MA 02703

Diversity Plan

Overview

220 Oneil LLC ("220 Oneil") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

a. Minorities;
b. Women;
c. LGBTQ+;
d. People with Disabilities; and
e. Veterans.

220 Oneil's host community is the city of Attleboro. To better understand the composition of this City, 220 Oneil studied data from the 2020 U.S. Census and contacted both the City's Veterans Agent and the local PFLAG chapter. From these sources, 220 Oneil determined that the city of Attleboro is comprised of the above populations in the following percentages:

a. Total Non-White Minorities: 17.11%
b. Women: 51.1%
c. Veterans: 6%
d. People with Disabilities: 9.9%
e. LGBTQ: N/A

Further detail is provided in the below screenshot from the Census website:

Race and Hispanic Origin	Attleboro city, Massachusetts
White alone, percent	88.1%
PEOPLE	
Race and Hispanic Origin	
White alone, percent	88.1%
Black or African American alone, percent (a)	4.4%
American Indian and Alaska Native alone, percent (a)	0.1%
Asian alone, percent (a)	4.2%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.1%
Two or More Races, percent	1.7%
Hispanic or Latino, percent (b)	6.6%
White alone, not Hispanic or Latino, percent	83.2%

While the above statistics indicate that the region is largely white (~88%), 220 Oneil nevertheless recognizes its role and responsibility to promote the advancement of diverse populations. To support such populations, 220 Oneil has created the following Diversity Plan (the "Plan") and has identified and created goals and programs to promote equity in 220 Oneil's operations.

Goals

In order for 220 Oneil to promote equity in its operations for the above-listed groups, and establishing realistic targets for its first year of operations, 220 Oneil has established the following goals:

The first goal is having at least 50% of 220 Oneil staff comprised of individuals who identify as minorities, LGBTQ, or are veterans or disabled. In addition, 220 Oneil will strive to hire at least 50% of its workforce from applicants who identify as female. More specifically, 220 Oneil's goals are as follows:

- At least 20% of staff will be minorities;
- At least 50% of staff will be women;
- At least 10% of staff will be veterans;
- At least 10% of staff will be disabled Individuals; and
- At least 10% of staff will be LGBTQ.

The second goal is rooted in 220 Oneil's Vendor Diversity Program. 220 Oneil is committed to ensuring diversity efforts by actively seeking out and utilizing a diverse group of contractors, vendors and suppliers for all business-related goods and services, as well as Cannabis-related industry partners. 220 Oneil has the goal of the following composition of vendor/ business partners:

a. 5% - Minority owned
b. 5% - Woman owned
c. 5% - Veteran owned
d. 2.5% - LQBTQ+ owned (if this is below 0, the goal will be at least 1)
e. 2.5% - Persons with disabilities owned

220 Oneil will actively seek out, identify and try to create relationships with other companies owned and operated by members of the identified diverse populations.

1. When sourcing new vendors, 220 Oneil will utilize the Massachusetts Supplier Diversity Office website (https://www.mass.gov/orgs/supplier-diversity-office-sdo) to source product from vendors that are identified as a part of Massachussetts' diverse population.
2. When requesting bids (RFI's) for a new vendor, 220 Oneil will specifically ask for the vendor's demographic information to determine whether the vendor meets diversity criteria.
3. 220 Oneil will provide a priority preference to companies and vendors whose ownership meets the stated criteria above.

4. 220 Oneil will continuously vet wholesale suppliers to further promulgate its goal to purchase goods and services of businesses owned by identified diversity populations through 220 Oneil's website and encourage those diverse businesses to contact 220 Oneil directly.

Programs

In order to ensure a diverse workforce and, promote equity in its operations, 220 Oneil has developed the following programs:

Recruiting for Diversity

1. Participating in at least two (2) career fairs per year for underrepresented and minority populations, and with a capacity up to twenty (20) individuals;
2. Advertising employment opportunities will be listed and posted on a quarterly basis, as well as on an "as needed" basis, throughout the year as jobs become available to the individuals falling into the above-listed diverse populations, The Attleboro Sun Chronicle, The Taunton Daily Gazette, and the Mansfield News Journal, stating that the establishment is specifically looking for women, minorities, veterans, LGBTQ+, or persons with disabilities to work for the establishment.
3. Establishing a regular line of communication with the local Veteran's Agent and the local PFLAG chapter in the city of Attleboro.

220 Oneil Educational "Success Program"

1. 220 Oneil has developed a Success Program that will promote equity and ensure that individuals from the above-listed diverse populations (women, minorities, veterans, LGBTQ+, or persons with disabilities to work for the establishment) are provided with educational opportunities and the tools they need to succeed in the cannabis industry. Twice a year, 220 Oneil will advertise and host educational seminars for the Success Program for individuals from the above-listed diverse populations. These educational seminars will be able to accommodate up to twenty (20) such individuals per seminar. The subject matters of the educational seminars will include marijuana retailing and marijuana business management. 220 Oneil will publicize such educational seminars in the appropriate local newspapers listed above.

   Notice of the Success Program seminars will consist of advertisements published at least one week in advance of any upcoming seminars, which will occur twice per year. Advertising will be posted in The Taunton Daily Gazette, and the Mansfield News Journal to create diversity in the work environment.

Measurements

The Director of Operations will administer the Plan and be responsible for developing measurable outcomes to ensure 220 Oneil continues to meet its commitments. Such measurable outcomes, in accordance with 220 Oneil goals and programs described above, include:

- Documentation of 220 Oneil's goal of having at least 50% of staff comprised of individuals from the above-listed diverse populations;
- Documentation of job postings in The Sun Chronicle, The Taunton Daily Gazette, and the Mansfield News Journal (not less than quarterly);
- Documentation of the number of candidates from the above-listed diverse populations that were interviewed;
- Documentation of the number of candidates from the above-listed diverse populations that were hired;
- Documentation of the number of employees from the above-listed diverse populations retained for at least six (6) months;
- Documentation of the number and demographics of individuals that participate in 220 Oneil Success Program (including documentation of the topics covered);
- Documentation of the number of, and percentage breakdown of, the Vendor Diversity Program businesses from which 220 Oneil sources its goods and services; and
- Documentation that lists each Vendor Partner that is derived from a diverse population and a listing of the goods and services provided to 220 Oneil.

Upon receipt of 220 Oneil's first Provisional License designation from the Commission to operate a marijuana establishment in the Commonwealth, 220 Oneil will begin to utilize the proposed measurements to assess its Plan. Further, 220 Oneil will submit such measurements to demonstrate proof of success or progress of the Plan during each license renewal period. The Operations Officer will review and evaluate 220 Oneil measurable outcomes no less than twice per year to ensure that 220 Oneil is meeting its commitments.

In the event that 220 Oneil is not meeting its commitments, 220 Oneil will issue a survey to poll its workforce to solicit company-wide input on the successes and failures of existing diversity initiatives. Additionally, in the event that 220 Oneil is not meeting its commitments, 220 Oneil will increase the number of educational seminars offered through its Success Program to three (3) seminars per year.

Acknowledgements

- 220 Oneil will adhere to the requirements set forth in 935 CMR 500.105(4) which dictates the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by 220 Oneil shall not violate the Commission's regulations with respect to limitations on ownership or control, nor will 220 Oneil violate any other applicable state laws.