



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

 License Number:
 D0100155

 Original Issued Date:
 06/09/2022

 Issued Date:
 11/09/2023

 Expiration Date:
 11/09/2024

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: SOCIAL-J LLC

Phone Number: Email Address: jeffreyshaheen@gmail.com

781-308-1109

Business Address 1: 1280 Belmont St. Business Address 2:

Business City: Brockton Business State: MA Business Zip Code: 02031

Mailing Address 1: 1 Porrazzo Rd. Mailing Address 2:

Mailing City: Hull Mailing State: MA Mailing Zip Code: 02045

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a

DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Jeffrey Last Name: Shaheen Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

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BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 2A Conz St Establishment Address 2:

Establishment City: Northampton Establishment Zip Code: 01060

Approximate square footage of the establishment: 1288 How many abutters does this property have?: 84

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Certification of Host	HCA Certification signed.pdf	pdf	623c9e1ec91bef000948d6af	03/24/2022
Community Agreement				
Plan to Remain Compliant with	2022-03-22 SOCIAL-J LLC - Plan to Remain	pdf	623c9fa053957f000867a35a	03/24/2022
Local Zoning	Compliant with Local Zoning.pdf			
Community Outreach Meeting	2022-03-22 SOCIAL-J LLC - COM Attestation	pdf	623caa5f53957f000867ba40	03/24/2022
Documentation	and Attachments.pdf			

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	Туре	ID	Upload Date
Plan for Positive Impact	2022-03-22 SOCIAL-J LLC - Positive Impact Plan.pdf	pdf	623cab5ec91bef000948f477	03/24/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:

First Name: Jeffrey Last Name: Shaheen Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Туре	ID	Upload Date
No Employee/DUA Certification Attestation	DUA Good Standing 2023.pdf	pdf	65255cc1ca49d2000738a399	10/10/2023
Department of Revenue - Certificate of Good	Cert Good Stand 23	pdf	65255cd65df17300087602f9	10/10/2023

standing	DOR.pdf			
Secretary of Commonwealth - Certificate of Good	2023 Good Standing .pdf	pdf	652efaadca49d2000740b978	10/17/2023
Standing				

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Bylaws	2022-02-09 SOCIAL-J LLC - Operating Agreement.pdf	pdf	623cae3e53957f000867c552	03/24/2022
Articles of	2021-03-17 SOCIAL-J LLC - Certificate of	pdf	623cae7753957f000867c56c	03/24/2022
Organization	Organization.pdf			

Massachusetts Business Identification Number: 001494677

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Biz Plan Social-J Courier 102021.pdf	pdf	617309487c9a0537aea4581f	10/22/2021
Plan for Liability Insurance	Insurance Plan Delivery.pdf	pdf	6173094bd5b18b31d5990239	10/22/2021
Proposed Timeline	2023 Social-J timeline.pdf	pdf	65255e15ca49d2000738a894	10/10/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Record-keeping procedures	Recordkeeping Procedures - Delivery -	pdf	6173175e7f037d37d69b5b3f	10/22/2021
	070621 (1)-converted.pdf			
Security plan	Security Plan - Delivery - 070621-	pdf	6173175fd8c16731dcbdb065	10/22/2021
	converted.pdf			
Storage of marijuana	Storage Plan - Delivery - 070621-	pdf	6173176099d47637982b6997	10/22/2021
	converted.pdf			
Transportation of marijuana	Transportation Plan - Delivery - 070621-	pdf	61731762703abe37a3aae810	10/22/2021
	converted.pdf			
Dispensing procedures;inactive	Dispensing Procedures - Delivery	pdf	6173190bd5b18b31d59902f9	10/22/2021
	July21.pdf			
Inventory procedures	Inventory Procedures - Delivery - 070621-	pdf	6173190c7f037d37d69b5b49	10/22/2021
	converted.pdf			
Personnel policies	Personnel Policies - Delivery - 070621-	pdf	6173190dbd22c2379112c0c0	10/22/2021
	converted.pdf			
Prevention of diversion	Prevention of Diversion - Delivery - 070621-	pdf	6173190e86cf8531b419f19b	10/22/2021
	converted.pdf			
Quality control and testing	Quality Control and Testing - Delivery only -	pdf	617319105ca77d31bb6ae118	10/22/2021
procedures	070621-converted.pdf			

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Energy Compliance Plan	Energy Compliance Plan 070621- converted.pdf	pdf	6173195c3982c731eb1c20a0	10/22/2021
Maintenance of financial records	Maintaining Financial Records - Delivery Operator - 070621 (1)-converted.pdf	pdf	6173195d703abe37a3aae818	10/22/2021
Delivery procedures (pursuant to 935 CMR 500.145)	Delivery Plan All Delivery Social J 102721.pdf	pdf	6179bda15ca77d31bb6af887	10/27/2021
Qualifications and training	Qualification and training - Delivery - 102721.pdf	pdf	6179bee599d47637982b81d9	10/27/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Social-J has not become operational as of yet and has not received a commence operations.

COMPLIANCE WITH DIVERSITY PLANDiversity Progress or Success 1

Description of Progress or Success: Social-J has not become operational as of yet and has not received a commence operations.

HOURS OF OPERATION

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

ATTESTATIONS

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

I 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 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.:

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

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No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Date generated: 08/05/2024



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:
	Social-J, LLC
2.	Name of applicant's authorized representative:
	Jeffrey Shaheen
3.	Signature of applicant's authorized representative: Jeffry Stateen 6032607306A9476
4.	Name of municipality:
	Northampton
5.	Name of municipality's contracting authority or authorized representative: Gina - Lovise Sciarra



6.	Signature of municipality's contracting authority or authorized representative:
	g-h-h
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).): Maybre northamptonma.gov
8.	Host community agreement execution date:
	March 4, 2022
	Sv. and policy of the control of the



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

SOCIAL-J, LLC (the "Applicant") is seeking a Marijuana Courier license at 2A Conz St in Northampton, MA. The site is located within the city's Central Business (CB) zoning district. The Applicant's use is permitted by-right with all applicable local permits, in this zone.

The Applicant is committed to remaining compliant with all applicable zoning bylaws of the City of Northampton, MA, including, but not limited to Chapter 350 of the Northampton Code of Ordinances (Northampton Zoning Bylaw). The Applicant has secured a Host Community Agreement with the City of Northampton. Applicant's use is permitted by the Table of Use Regulations at Ch. 350 attachment 9. Pursuant to the Table of Use Regulations, n. 1, the applicant is not located within 200 feet of a preexisting public or private school providing education in kindergarten to grade 12. Building facades and property design shall be consistent with the character of the neighborhood, including such items as transparent storefront windows with a view into the interior of the building (as permitted by state regulation). Security measures shall appear to be in the general character of the neighborhood to the extent practicable.

The Applicant will acquire all necessary building and construction permits required under local law.

END OF COMPLIANCE PLAN



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:

		2/22/22
1.	The Community Outreach Meeting was held on the following date(s):	

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



0 /0 0 /0 0

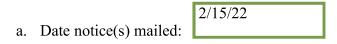
4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication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

a.	Date of publication:	2/8/22
b.	Name of publication:	Daily Hampshire Gazette

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:	2/15/22
a.	Date notice filed:	

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



- 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:
SOCIAL-J, LLC
Name of applicant's authorized representative:
Jeffrey Shaheen
Signature of applicant's authorized representative:
Helfrey Shahen

COMMUNITY OUTREACH MEETING

SOCIAL-J, LLC hosted a virtual Community Outreach Meeting on February 22, 2022 at 6:00pm. In light of COVID-19, the meeting was held via a Zoom meeting. The meeting was recorded and can viewed below:

https://www.youtube.com/watch?v=dH0hvAsTQqc

SOCIAL-J, LLC received permission to host this meeting virtually. That permission is included on the following page.



Seeking Permission to Host Community Meeting Virtually

Annie Lesko <alesko@northamptonma.gov>
To: Wayne Feiden <wfeiden@northamptonma.gov>
Cc: Quinn Heath <quinn@mensinggroup.com>

Thu, Feb 10, 2022 at 9:56 AM

Hi Quinn,

I echo Director Feiden's apologies for getting shuffled around to different departments. I seem to remember letting Mr. Shaheen know that SOCIAL-J, LLC has the permission of Mayor Sciarra's office to hold the community outreach meeting virtually. Nonetheless, please use this email as written permission to conduct the outreach meeting virtually.

Thank you, Annie

Annie Lesko Administration, Licensing & Economic Development Coordinator *Pronouns: She/Her/Hers*

Mayor's Office 210 Main St., 2nd Floor Northampton, MA 01060 (413) 587-1249 (main) (413) 587-1212 (direct) (413) 587-1275 (fax)

[Quoted text hidden]

TODAY IN HISTORY

The Associated Press

TODAY is Tuesday, Feb. 8, the 39th day of 2022. There are 326 days left in the year.

TODAY'S HIGHLIGHT IN HISTORY:

On Feb. 8, 1587, Mary, Queen of Scots was beheaded at Fotheringhay Castle in England after she was implicated in a plot to murder her cousin, Queen Elizabeth I.

ON THIS DATE:

In 1693, a charter was granted for the College of

7	8	1	3	9	6	2	4	5
5	4	6	7	8	2	3	9	1
2	9	3	1	4	5	7	6	8
1	5	7	4	2	3	9	8	6
3	2	8	6	5	9	1	7	4
9	6	4	8	1	7	5	2	3
4	1	2	9	3	8	6	5	7
6	3	5	2	7	4	8	1	9
8	7	9	5	6	1	4	3	2

WONDERWORD

DESMOND TUTU (1931:2021)

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonaly and even backward. Find them, circle each

letter of the word and strike it off the list. The leftover letters spell the

TSUJUMANAWST

SACHSESOTHOS

SCATNRNMYH

IRBNVESNPICT

TEAELLTEOIGHH

AHRSLACOL®LES

M N T A B Q N D G W 🔘 E O R F

RMRERRAEDM®IOLR

KDSDETNIOPPAC

Anglican, Apartheid, Appointed, Arabic, Bishop, Bond,

Botswana, Cape Town, Creed, Dean, Dear, Degree, Efforts,

Good, Greek, Hymn, Icon, Johannesburg, Just, Land, Lesotho, List, Local, London, Main, Medal, Naomi, Nobel, Nominations,

Nomalizo, Offer, Post, Queen, Rare, Retirement, Scholarship, Sesotho, Teach, Theologian, Theresa, Trevor, Xhosa

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REFFOZILAMONNS

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Yesterday's Answer: Gratitude

ICRUGDNENNNLAO

EEGXHOSAHAGO

NEICONTNAOMIHS

INPOSTRONA

HADOOGAPARTHE

William and Mary in Williams- on board were killed. The the Supremes, died at her burg in the Virginia Colony.

America was incorporated. In 1922, President Warren

G. Harding had a radio installed in the White House.

by gas in the United States took place at the Nevada State Prison in Carson City as Gee the wake of protests over a Jon, a Chinese immigrant convicted of murder, was put

In 1952, Queen Elizabeth II proclaimed her accession to the British throne following the death of her father, King named seven members of a George VI.

In 1960, work began on the Hollywood Walk of Fame, located on Hollywood Boulevard and Vine Street in Los North Carolina. Angeles.

İn 1965, Eastern Air Lines Flight 663, a DC-7, crashed Nicole Smith died in Hollyshortly after takeoff from New York's John F. Kennedy International Airport; all 84 people

Solution: 11 letters

By DAVID

OUELLET

In 1910, the Boy Scouts of the Name of Love!" was released by Motown.

In 1968, three Black students were killed in a confrontation between demon-In 1924, the first execution strators and highway patrolmen at South Carolina State University in Orangeburg in whites-only bowling alley.

In 1971, NASDAQ, the world's first electronic stock exchange, held its first trading day.

In 1973, Senate leaders select committee to investigate the Watergate scandal, including its chairman, Democrat Sam J. Ervin of

In 2007, model, actor and tabloid sensation Anna wood, Florida, at age 39 of an accidental drug overdose.

In 2020, the U.S. Embassy in Beijing said a 60-year-old U.S. citizen who'd been diagnosed with the coronavirus had died on Feb. 5 in Wuhan; it was apparently the first American fatality from the virus.

TEN YEARS AGO: Washington state lawmakers voted to approve same-sex marriage.

ONE YEAR AGO: Mary Wilson, of the 1960s Motown group 32.

Supremes' record "Stop! In Nevada home at 76. Electric automaker Tesla said it had invested around \$1.5 billion in Bitcoin and planned to soon begin accepting the digital currency as payment.

TODAY'S BIRTHDAYS: Composer-conductor Williams is 90. Broadcast journalist Ted Koppel is 82. Actor Nick Nolte is 81. Comedian Robert Klein is 80. Actor-rock musician Creed Bratton is 79. Singer Ron Tyson is 74. Actor Brooke Adams is 73. Actor Mary Steenburgen is 69. Author John Grisham is 67. Retired NBA All-Star and College Basketball Hall of Famer Marques Johnson is 66. Actor Henry Czerny is 63. Rock singer Vince Neil (Motley Crue) is 61. Former Environmental Protection Agency administrator Lisa P. Jackson is 60. Movie producer Toby Emmerich is 59. Actor Missy Yager is 54. Actor Mary McCormack is 53. Basketball Hall of Famer Alonzo Mourning is 52. Actor Susan Misner is 51. Dance musi-Guy-Manuel

Homem-Christo (Daft Punk) is 48. Actor Seth Green is 48. Actor-comedian Strong is 38. NBA star Klay Thompson is 32. Professional one of the original members surfer Bethany Hamilton is

> Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

	1	9	8	2	4		6	7
2	6			1				4
		8		7	6	1		
			7					2
4	7			5			9	8
<u>4</u>					8			
		2	1	4		9		
1				8			4	5
7	5		2	3	9	8	1	

GEORGIA

Nearly naked statue of ancestor dismays Muscogee

By MICHAEL WARREN Associated Press

ATLANTA — There's a problem with putting someone on a pedestal: Exposed on all sides, a hero to some can be seen as a traitor to others.

Atlanta plans to install a statue of a Native American man atop a 110-foot column in its new Peace Park, where it will tower over statues of 17 civil rights icons, including the Rev. Martin Luther King Jr.

Developer Rodney Mims Cook Jr. calls Chief Tomochichi "a co-founder of Georgia" who prevented massacres warmly inviting British Gen. James Oglethorpe to colonize his people's land in 1733.

They became the closest of friends, initiating from the moment of Georgia's founding a practice of diplomatic negotiation and cohabitation," a narrator asserts in a video promoting the park. "Nearly three centuries later, Georgia's tradition of peaceful coexistence continues to thrive.'

But Cook didn't ask the Muscogee about their ancestor, and now that he's unveiled the \$300,000 bronze statue, historians say it's all wrong. "Disrespectful" and "incredibly inappropriate" are some of the reactions three tribal historians shared with The Associated

They say the nearly naked figure presents an offensive and historically inaccurate conception of Native Americans as primitive savages, and glorifies a heavily mythologized figure blamed by the Muscogee for initiating a century of ethnic cleansing. They also say that Atlanta is erasing them again, acting as if they vanished without a fight after handing over their land and heritage.

tentions, there's no excuse today for failing to work with the Muscogee (Creek) Nation. whose 93,100 enrolled citizens constitute the fourth-largest scholars.



Attachment A

statue depicting Chief Tomochichi is shown Dec. 20 in its temporary location outside Atlanta's Millennium **Gate Museum.**

federally recognized tribe, said Raelynn Butler. She directs their cultural preservation division. Norma Marshall, who teaches tribal history at the College of the Muscogee Nation; and Turner Hunt, who handles thousands of tribalpatrimony inquiries annually, joined her in a call from Okmulgee, Oklahoma.

The city council unanimously approved a plan in 2020 that would align Tomochichi with statues of the late Rep. John Lewis, Coretta Scott King and Rodney Mims Cook Sr., a white Republican legislator who stood out in Atlanta as a civil rights ally.

The statue recently unveiled at a temporary spot outside Cook's Millennium Gate Museum portrays Tomochichi making a wide, welcoming gesture with his right hand while using his left to clutch a bear pelt that fails to cover his rear

"Can we put some clothes on the man, please?" Marshall said. "Is this the only statue that doesn't have any clothing

In reality, Tomochichi would Even if Cook has the best in- have worn deerskin leggings and a long white shirt with a ceremonial belt and an elaborate bandolero bag, according to the Muscogee and other

> **LEGAL NOTICE:** Notice is hereby given that a Community Outreach Meeting

Establishment is scheduled for Tuesday, February 22, 2022 at 6:00pm. In light of COVID-19, it will be held via Zoom meeting.

Join the meeting at https://us 06web.zoom.us/j/84903744528 or by calling (929) 205-6099 and

entering meeting ID 849 0374
4528. The proposed Marijuana
Courier is anticipated to be
located at 2A Conz St,
Northampton, MA 01060. There

will be an opportunity for the

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

Probate Court

HS21P0550PM

To all persons interested in the

estate of ROBERT C. JOHNSON of

South Hadley, in County of Hampshire, a person

at private sale certain real estate of said **ROBERT C.**

JOHNSON, located in South

Hadley, MA for her maintenance.

If you desire to object thereto,

you or your attorney should file a written appearance in said Court, at Northampton, in said

County of Hampshire before ten

o'clock in the forenoon on the

2nd day of March, 2022, the return day of this citation.

Witness, Linda S. Fidnick, Esquire Judge of said Court, this 31st day

under conservatorship. A petition has been presented to said Court for license to sell

Feb 8

public to ask questions.

Legals

a proposed Marijuană

Let's Visit gazettenet.com/milestones then: Choose A Milestone 2 Select a Design 3 Add a Message 4 Upload Photos EASY! **5** Choose Date Life's Milestones 6 Purchase Visit gazettenet.com/milestones today to publish your loved one's milestone in the Daily Hampshire Gazette

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Daily Hampshire Gazette

Legals

Legals

DATE CHANGE

School Committee Meeting Hampshire Regional High School will hold a public budget meeting for their FY23 meeting preliminary budget on February 14th, 2022 at 6:15 PM.

Legals

Commonwealth of Massachusetts The Trial Court **Probate and Family Court** Norfolk Probate and Family Court 35 Shawmut Road Canton, MA 02021 DIVORCE SUMMONS BY **PUBLICATION AND MAILING** Docket No. NO21D0426DR

Mike Bedford

Ana B Bedford To the defendant:

The Plaintiff has filed a Complaint for Divorce requesting that the Court grant divorce for Irretrievable Breakdown

The Complaint is on file at the Court.

An Automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financia status of either party. **SEE Supplemental Probate Court** Rule 411.

You are hereby summoned and required to serve upon:

Mike Bedford **Industries Drive** Norfolk, MA 02056

304534

your answer, if any, on or before **02/28/2021**. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court. WITNESS, Hon. Patricia Gorman, First Justice of this Court

Date: December 28, 2021

Colleen Brierley Register of Probate Monday's paper.

306685

of January 2022.

LEGAL NOTICE DEADLINES

Michael J. Carey

Register

February 8

. Friday at 9am Tuesday's paper. .. Friday at 4pm ..Monday at Noon Wednesday's paper. Thursday's paper. ...Tuesday at Noon . Wednesday at Noon Saturday's paper ... Thursday at Noon



February 15, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 22, 2022 at 6:00pm. In light of COVID-19, it will be held via Zoom meeting. Join the meeting at:

Meeting Link: https://us06web.zoom.us/j/84903744528

Call-in #: (929) 205-6099

Meeting ID: 849 0374 4528

The proposed Marijuana Courier is anticipated to be located at 2A Conz St, Northampton, MA 01060. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of SOCIAL-J, LLC,

Blake M. Mensing

Founder & Chief Counsel

Belie In I

The Mensing Group LLC

100 State Street, 9th Floor

Boston, MA 02109

Direct: (617) 333-8725

Email: Blake@MensingGroup.com

OWN1	OWN2	ADDR1	CITYNAME	STATECODE	ZIP1
Clerk Pamela Powers	City Clerk's Office	210 Main St., Room 4	Northampton	MA	01060
City Council		210 Main St., Room 16	Northampton	MA	01060
Mayor's Office		210 Main St., 2nd Floor	Northampton	MA	01060



February 15, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 22, 2022 at 6:00pm. In light of COVID-19, it will be held via Zoom meeting. Join the meeting at:

Meeting Link: https://us06web.zoom.us/j/84903744528

Call-in #: (929) 205-6099

Meeting ID: 849 0374 4528

The proposed Marijuana Courier is anticipated to be located at 2A Conz St, Northampton, MA 01060. There will be an opportunity for the public to ask questions.

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Email: Blake@MensingGroup.com

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			NORTHAMPTON	MA	01060	
			E LONGMEADOW	MA	01028	
			NORTHAMPTON	MA	01060	
			AMHERST	MA	01002	
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			CLAREMONT	CA	91711	
			WEST SPRINGFIELD	MA	01089	
			NAPLES	FL	34101	
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OWN1	OWN2	ADDR1	CITYNAME	STATECODE	ZIP1
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			NORTHAMPTON	MA	01060
			NORTHAMPTON	MA	01060
			AMHERST	MA	01004 02657 01060
			PROVINCETOWN	MA	02657
			NORTHAMPTON	MA	01060
			NORTHAMPTON	MA	01060
			NORTHAMPTON	MA	01060

POSITIVE IMPACT PLAN

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

SOCIAL-J LLC ("SOCIAL-J" or "the Company") is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. SOCIAL-J's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

- 1. Certified Economic Empowerment recipients;
- 2. Social Equity Program participants;
- 3. Past or present residents of the geographic areas of disproportionate impact ("ADI"), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
- 4. Massachusetts residents who have past drug convictions; and
- 5. Massachusetts residents with parents or spouses who have past drug convictions.

To support such populations, SOCIAL-J has created a Positive Impact Plan, summarized below, and has identified various goals and priorities.

GOAL

#1 - Provide Massachusetts residents who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAMS

Our commitment to positively impact disproportionately harmed populations is an essential part of the company's ethos. Specifically, to implement the defined Goals, SOCIAL-J will:

1. Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include, The New Uxbridge Times. The workshop will be held at SOCIAL-J's facilities, and will each have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS

SOCIAL-J will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that SOCIAL-J meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

SOCIAL-J will document the record sealing workshop date, the topics discussed, the
number of attendees, to which targeted group the attendees belong and referral sources.
Participating individuals or businesses will be asked to complete an assessment of the
program which will provide insight into the demographics of the attendees, the
helpfulness and clarity of the topics presented as well as suggestions for future
programs.

DISCLOSURES

SOCIAL-J acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by SOCIAL-J will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

SOCIAL-J understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.103(4)(b).

OPERATING AGREEMENT OF SOCIAL-J, LLC

This Operating Agreement (the "**Agreement**") of SOCIAL-J, LLC (the "**Company**"), effective as of <u>March 15</u>, 2022, is entered into by Jeffrey Shaheen, as the single member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company by filing a certificate of organization (the "**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

- 1. Name. The name of the Company is SOCIAL-J, LLC.
- 2. **General Character.** The general character of the business of the Company is to secure a license from the Massachusetts Cannabis Control Commission, conduct all lawful business pursuant to the laws of the Commonwealth of Massachusetts, and to engage in any activities directly or indirectly related or incidental thereto.
- 3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.
- 4. **Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.
- 5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

6. Members.

a. <u>Initial Member</u>. The Member owns 100% of the limited liability company interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:

Jeffrey Shaheen 1 Porrazzo Road Hull, MA 02045

- b. <u>Additional Members</u>. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
- c. <u>No Certificates for Limited Liability Company Interests</u>. The Company will not issue any certificates to evidence ownership of limited liability company interests.

7. Management.

- a. <u>Authority; Powers and Duties of the Member</u>. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.
- b. <u>Election of Officers</u>; <u>Delegation of Authority</u>. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Member. Any action, including any debt contracted or liability incurred by or on behalf of the Company, taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer as set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her

8. Liability of Member; Indemnification.

- a. <u>Liability of Member</u>. Except as otherwise required in the MLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company.
- b. <u>Indemnification</u>. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

- 9. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.
- 10. **Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

11. Tax Status; Income and Deductions.

- a. <u>Tax Status</u>. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.
- b. <u>Income and Deductions</u>. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.
- 12. **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

13. Dissolution and Liquidation.

- a. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; or (iii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.
- b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.
- c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.
- d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

14. Miscellaneous.

a. <u>Amendments</u>. Amendments to this Agreement may be made only with the written consent of the Member.

- b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and, without limitation thereof, the MLLCA, without giving effect to principles of conflicts of law.
- c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable in any jurisdiction, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.
- d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

MEMBER:

Jeffrey Shaheen

COMPANY:

SOCIAL-J, LLC, a Massachusetts limited liability company

Jeffrey Shaheen, signing on behalf of the entity, its sole member

Title: Owner

MA SOC Filing Number: 202144013920 Date: 3/17/2021 1:01:00 PM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001494677

1. The exact name of the limited liability company is: SOCIAL-J, LLC

2a. Location of its principal office:

No. and Street: 1280 BELMONT STREET

City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

No. and Street: 1280 BELMONT STREET

City or Town: BROCKTON State: MA Zip: 02301 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:

TO SECURE A LICENSE FROM THE CANNABIS CONTROL COMMISSION TO OPERATE A LICE NSED MARIJUANA ESTABLISHMENT. THE ENTITY WILL NOT ENGAGE IN THE SALE, DELIVE RY OR MANUFACTURE OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS WITHOUT A LICENSE FROM THE CANNABIS CONTROL COMMISSION. TO CONDUCT ALL LA WFUL BUSINESS PURSUANT TO THE LAWS OF THE COMMONWEALTH.

- 4. The latest date of dissolution, if specified:
- 5. Name and address of the Resident Agent:

Name: <u>JEFFREY P. SHAHEEN</u>
No. and Street: <u>1 PORRAZZO ROAD</u>

City or Town: \underline{HULL} State: \underline{MA} Zip: $\underline{02045}$ Country: \underline{USA}

- I, <u>JEFFREY P. SHAHEEN</u> resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.
- 6. The name and business address of each manager, if any:

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	JEFFREY PAUL SHAHEEN	1280 BELMONT STREET BROCKTON, MA 02301 USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	JEFFREY P. SHAHEEN	1280 BELMONT STREET BROCKTON, MA 02301 USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	JEFFREY P. SHAHEEN	1280 BELMONT STREET BROCKTON, MA 02301 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of March, 2021, $\underline{\rm PHILIP\ NESSRALLA}$

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

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MA SOC Filing Number: 202144013920 Date: 3/17/2021 1:01:00 PM

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:

March 17, 2021 01:01 PM

WILLIAM FRANCIS GALVIN

Heteram Frain Galier.

Secretary of the Commonwealth



BUSINESS PLAN Social-J LLC, A Premier Delivery Courier Massachusetts

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1. Executive Summary

SNAPSHOT: "Social-J LLC":

Business Overview

- Massachusetts registered home delivery service "Marijuana Delivery Courier."
- Providing home delivery services to Massachusetts consumers 21+.
- Gross revenues are projected to be \$1.3M in year one, climbing to \$1.4M in years two and three.
- Social-J LLC is privately funded and will require approximately \$266,400 for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: Our Company (*Social-J LLC*) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. Social-J LLC offices will be located in the City of Easthampton. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.



Social-J LLC will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products of both our own white label and from among the best that Massachusetts cultivators and manufacturers have to offer - focusing on small, craft-brand companies where possible.

Social-J LLC will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where Social-J LLC intends to play, initially.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. Social-J LLC will undoubtedly see competition from other MDOs. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of Social-J LLC brand, highlight the quality of our products, and encourage community objectives that reflect with which Social-J LLC's wishes to be associated.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Benchmarks. The above study suggests the following: Weekdays an average of 24 customers per hour (cph). Weekends an average of 35 cph. The average purchase per customer is estimated to be \$71.00.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

Capital Requirements: The capital requirements for *Social-J LLC* to execute this business plan are approximately **\$235,400** including working capital and a further **\$57,300** (including inventory) of permitting costs for the first year of operations.

Social-J LLC will allocate the invested capital to the following:

Construction, Fit-out, and operations	91,400
Permits, Consulting, Licensing, and, Applications	57,300
Production and Retail Equipment	94,000

Working Capital	50,000
TOTAL	292,700

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
TOTAL REVENUE	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
Estimated net income	408,297	995,846	1,091,126	1,124,160	1,158,185

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction

Social-J LLC will be located on the fourth floor of 41 Strong Ave, conveniently co-located in the same building as two of Northampton's most popular restaurants. *Social-J LLC* will sell a range of cannabis flower, tinctures, vape pens, edibles, confectionary, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership and Team	
Social-J LLC, is wholly owned by	
Our team is	

2.3 Legal Counsel

[Attorney or other team member]

_____ has practiced law in Massachusetts for more than 35 years, focusing on criminal defense, civil litigation, and state and municipal administrative proceedings. He has served as a town planning board member evaluating applications for real estate development permits; he has represented applicants seeking such permits and others, including liquor licenses. He is state-certified to represent prisoners and patients in state criminal post-conviction and mental health proceedings, to train and re-certify private lawyers who accept such appointments, and is state-certified to represent prisoners, convicted of murder at trial, in post-conviction proceedings in state and federal court. As a 20-year member of the National Legal Committee of NORML, Attorney ________ is well connected with colleagues in states that protect medical marijuana.

[Attorney]

Richard M. Evans has practiced law in Western Massachusetts for over 35 years, concentrating in the representation of non-profit state and regional land conservation organizations. As a Main Street practitioner, he has represented many business owners, buyers and sellers of neighboring state overcoming the threat of federal interference.

3. Products

3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. *Social-J LLC* will offer a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and



medical marijuana dispensaries nationwide. *Social-J LLC* will carefully select only the superior current and future stars of the cannabis constellation.

Social-J LLC will offer the following product classes for sale through our delivery vehicles:

THC-Infused Edibles – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Social-J LLC* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

Flower - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower



buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.

Topicals — These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis

without the cerebral euphoria associated with other delivery methods.

Other Products – While our core products will be those listed above, Social-J LLC fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities, offer an election of exceptional products offered by the top manufacturers.

4. The Market

4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

Social-J LLC's high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for *Social-J LLC* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, *Social-J LLC* feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of *Social-J LLC*.

5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

Social-J LLC will be recognized as a cannabis retailer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. Social-J LLC will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

6.2 Marketing Strategy

Value Proposition - *Social-J LLC* will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. *Social-J LLC* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize *Social-J LLC* as a brand retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

Social-J LLC customers, together with Social-J LLC, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

Social-J LLC's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

Social-J LLC's ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

Direct marketing through our retail drivers – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials — The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated demographic,

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

Promotion - The Social-J LLC Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *Social-J LLC* products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Customer engagement through community support activities — *Social-J LLC* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Social-J LLC* customers' values to the local community while reinforcing the *Social-J LLC* brand.

Direct advertising — The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

2021 Social-J LLC will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

Customer Service Excellence - *Social-J LLC* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Social-J LLC* team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a retail vendor of cannabis products *Social-J LLC* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the enduser audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view *Social-J LLC* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-

users will view *Social-J LLC* as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives: To persuade consumers that our brand and products represent qualities and features that they desire.

Market Channels - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs as well as delivery. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Social-J LLC* will sell its products solely through our licensed retail delivery cannabis establishment.

Educational activities – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. *Social-J LLC* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry An introduction to entrepreneurship in the industry.

Community informational activities – The *Social-J LLC* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Social-J LLC* to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

Retail Target Market - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Social-J LLC* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market.

- Consumers over 40 years old Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- Adult female consumers With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that

will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.

• Independent medical consumers — While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adultuse cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek them and new medical consumers who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

6.3 Sales Strategy

Target Sales Market



As a wholesale and retail delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2021, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.

6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Social-J LLC* business plan demonstrates a need for \$235,400 in capital expenditure for space preparation, fit-out, systems, and equipment, and a further \$57,300 to meet initial licensing needs, and the establishment of a strategic reserve totaling \$250,000 during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages

and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition

The *Social-J LLC* facility will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management and Staff

The proper management of all aspects of the proposed project is crucial to the success of *Social-J LLC*. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The principal owners and operators will be:

Jeffrey Shaheen: Jeffrey Shaheen is a certified Social Equity applicant and entrepreneur with years of experince working with unions, staffing, large scale operations, and logistics for large entities such as the Boston Red Sox.

Blue Skies Unlimited LLC – Cannabis Consulting: Licensing, Compliance and marijuana operating procedures. Ezra will serve a Social-J LLC's consultant in compliance, licensing, etc. He has provided consultation to retail, cultivation, independent lab, manufacturing, and delivery teams since 2017 and has developed relationships with ancillary professionals as well as CCC staff to keep projects efficient, well-managed, and compliant.

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of *Social-J LLC* and the city of Northampton.



8. Financials

8.1 Financial Assumptions

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
TOTAL REVENUE	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
Estimated net income	408,297	995,846	1,091,126	1,124,160	1,158,185

Social-J Insurance Plan

October 29, 2021

Plan for insurance; the below insurance companies can provide general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and vehicle liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission. Delivery vehicles shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

Tony Carastro; <u>Cannabis Insurance Consultants</u>, tony@carastroins.com <u>SafeHerb</u> www.safeherb.com Kramer Hendricks, CIC, Director <u>Borawski Insurance</u>, Northampton, MA www.borawskiinsurance.com

Signed,

Jeffrey Shaheen

Recordkeeping procedures

- i. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- ii. The following business records shall be properly maintained:
 - 1. Assets and liabilities;
 - 2. Monetary transactions
 - 3. Books of accounts;
 - 4. Sales records; and
 - 5. Salary and wages paid to each employee.
- iii. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- iv. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.
 - a. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
 - b. All employees are responsible for ensuring that these operating procedures are followed.
 - c. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.
 - d. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
 - e. Any material changes will be communicated to the Commission
 - f. Inventory records as required by 935 CMR 500.105(8);

v. Inventory records include:

- a. Shipping manifests
- b. Delivery Manifests
- c. Delivery and unpacking video recordings
- d. Daily sales stock withdrawal and return reports
- e. Weekly inventory reports
- f. Product return reports
- 2. Shipping manifests All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
- 3. Delivery and unpacking video recordings All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all

- variances from the manifest must be reported in accordance with standard operating procedures.
- 4. Daily sales stock withdrawal and return reports Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
 - a. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
 - b. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 5. Weekly inventory reports Each week, the duty manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 6. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 7. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 8. Our establishment receives marijuana, and marijuana products in prepacked, shelf-ready packaging.
- 9. Once goods are delivered and manifests verified, all products each individual unit for sale must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 10. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

vi. Personnel records:

- 1. All personnel files are to be stored in the records cabinet
- 2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

- The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - c. 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;
 - d. documentation of periodic performance evaluations;
 - e. a record of any disciplinary action taken.
 - f. notice of completed responsible vendor and eight-hour related duty training.
 - g. records of any health and safety related incidents
- 5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ring binder in the records cabinet.

vii. Personnel policies and procedures

- 1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 2. Certain specialized procedures are contained in the security plan.
- 3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 4. All personnel files are to be stored in the records cabinet
- All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 7. All waste records should be maintained for at least three years.

- 8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 11. At least two licensed marijuana agents must witness and document this process.
- 12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

viii. Security Device Log

- 1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 2. Employees acknowledge the receipt or return of such devices by signing this log.
- Recording the issue and return of all security devices is the responsibility
 of the duty manager or senior management as required in the security
 plan.
- 4. The issue of security devices may only be authorized by the duty manager or senior management as required in the security plan.
- 5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- ix. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

Personnel Policies: Delivery Company

Personnel Records of our Marijuana Establishment must be available for inspection by the Commission, on request. Personnel records shall be securely and confidentially maintained in either a password-protected electronic format, or in a locked, secured storage space if in physical format. These personnel records shall include:

- 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2):
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours and safe operations conditions;
- 4. Personnel policies and procedures; and
- 5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

SUMMARY PERSONNEL POLICIES

Company shall comply with the US Department of Labor's Fair Labor Standards Act and any other local, State, or Federal laws and regulations.

PRIORITY HIRING & PROMOTIONS: Company will grant priority hiring status to established Massachusetts residents, particularly those residing in ADIs and the host municipality, and will be working to provide job opportunities to those demographics specifically stated by the Commission in the regulations as areas of disproportionate impact and as detailed in the Company Positive Impact Plan and the Diversity Plan. Company shall give priority application status for new hires, as well as priority status for company promotions, to applicants & employees from those listed demographics, however, these factors shall not be determinative and shall not prevent the Company from hiring the most qualified applicants and complying with all Massachusetts anti-discrimination and employment laws.

ACCOMODATIONS FOR DIFFERING ABILITIES: Company is committed to complying with or exceeding expectations in the Americans with Disabilities Act and any local, state, and federal laws prohibiting discrimination in employment against qualified individuals with differing abilities. The Company will strive to provide reasonable accommodations requested by any employee with a disability who is otherwise able to perform essential functions of their job, or to provide adequate alternative accommodations (so long as that accommodation does not result in undue hardship on the Company, or pose a threat to the health and/or safety of the employee or coworkers).

STATE REGISTRATION of MARIJUANA ESTABLISHMENT AGENTS: All employees of Company shall meet suitability requirements outlined in the State regulations, including all background checks and CORI as required by the Commission, and shall before employment start date be registered as a Marijuana Establishment Agent. All agent registrations shall be renewed annually. No employee shall be permitted to work without having a valid Agent Registration Card.

COMPANY TRAINING: All registered marijuana establishment agents under Company employ will be required to complete all necessary trainings related to job functions prior to beginning work on the floor, and training shall be tailored to the roles & responsibilities of each specific job function. At time of hire all employees will be required attend a company orientation to cover all aspects of the employee operations, individual employee expectations, details on security and compliance, and will receive on-site facility training for specific positions. Company employees will be required to receive training, which will include important Company operational information and procedures, as well as a core-curriculum of Cannabis Education seminars tailored toward creating a safe, compliant facility with the most knowledgeable staff in the MA cannabis industry. All employees will receive a minimum of 8 hours of on-going training annually to remain current with all advancements in State regulations, SOR policy, cannabis science and the evolving market, facility operations, and job site safety.

STATE CERTIFICATIONS: Employees will be required to undergo and pass any & all Statemandated certification training classes for job safety and equipment operation, and where applicable, will undergo state certifications for the safe handling of food and/or the application of fertilizers and pesticides, and will maintain annual trainings and re-certifications.

RESPONSIBLE VENDOR TRAINING: All owners, managers, and employees will be required to successfully complete such training. All new hires will be required to attend and successfully complete the Responsible Vendor Training, in compliance with the "Certification Training Program Standards" and to include at minimum the "Certification Training Class Core Curriculum" within 90 days of start date, and all employees will be required to attend and successfully complete the Responsible Vendor Training on a yearly basis thereafter.

UNIFORMS & ID BADGES: All registered agent employees will wear clearly identifiable Company uniforms if available during all shifts, and will be required to wear a photo-ID agent

badge at all times while on shift. All employees will also be required to be in possession of the State-issued Agent Registration Card at all times while on shift. Uniforms shall be kept clean and generally free from wrinkles, stains, rips or tears. When not on shift, employees should make a best-faith effort to keep all uniforms and agent badges securely stored so as to prevent theft; loss or theft of any uniform or badges shall be reported to Company management immediately, and an Incident Report will be filed with the CCC.

Uniforms or any other clothing bearing the Company logo shall not be worn in public outside of the facility or other lawful event except for the actual time it takes the employee to travel to and from their work shift and in which case the uniform must be sufficiently covered to fully conceal any Company logos.

EMPLOYEE SAFETY: All employees shall be sufficiently trained at hire in all State-mandated safety protocol and/or the operation of any equipment and machinery as is related to job functions, and will receive annual update trainings. Facility shall be designed and safety procedures implemented to prevent employee injury or unnecessary employee strain that may lead to injury. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all safety and health regulations and any other specific job-related safety concerns. Employees are required to report any accident, job-related injury, or any other such incident to their supervisor immediately. Engaging in any behavior that fails to comply with company safety policies or any laws and regulations, and/or that directly or indirectly causes hazardous conditions or otherwise places persons or property at risk, shall be subject to immediate Corrective Action.

PERSONAL HYGIENE & CLEANLINESS: All Company employees will be required to maintain a sufficient level of personal hygiene and cleanliness so as not to compromise the safety and quality of the cannabis products worked with. All employees will be required to conform to certain sanitary practices while on duty including but not limited to washing hands thoroughly and sanitizing prior to starting work and at any time that hands may become contaminated. Employees will be encouraged to use best practices to limit personal contamination of cannabis products. Employees should appear presentable and ready to represent Company professionally to our guests.

PUNCTUALITY & ATTENDANCE: All Company employees will be required to arrive for their shifts on-time and as scheduled, in uniform and with all required identification, and work all shifts as scheduled. Staff schedules can be flexible and tailor-arranged with management as needed, but staff will be expected to work weekdays, weekends, and some holidays. Eligible employees will receive benefits of Vacation Time, Medical Leave, and Personal Days. Employees will be required to coordinate in advance with scheduling Management to formally request a specific day(s) off or for vacation time. Periods of extended leave for medical or other personal reasons shall be coordinated between the employee, scheduling Management, and the Human Resources department. Sick time may be used at any time in the case of an emergency or sudden onset of illness. Any absences due to illness or injury that qualify under the Family and Medical Leave Act shall not count against the employee's attendance (medical documentation may be required).

Patterns or excessive occurrences of absenteeism or tardiness may result in Corrective Action. Failure to appear for a scheduled shift without prior arrangement or calling-in to report the absenteeism shall be considered a "No-Call No-Show" and will result in immediate Corrective Action, including possible termination. Three consecutive shifts of No-Call No-Show shall be considered job abandonment and the employee's voluntary resignation of employment.

CELL PHONES: Cell Phones will be permitted within the Company facility. All employees will be required to maintain responsibility for phones on person, stored in employee lockers or in the employee's vehicle. At absolutely no time may pictures, video, live streams, or any other such recording be taken of the interior workings of the facility where cannabis is stored, dispensed, or otherwise handled.

PROFESSIONALISM: Company expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Company, Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee's Social Media posts. Company is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Company will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Company has a Zero-Tolerance policy for any work-place Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

EMPLOYEE RELATIONSHIPS: Company employees will be required to adhere to a strict code of conduct regarding inter-personal relationships while on shift, providing for a work environment where employees maintain clear boundaries between personal and business interactions in order to effectively conduct all job functions and enhance productivity. While nothing in this policy prevents friendships or romantic relationships between co-workers, or the hiring of immediate family members, employees in managerial roles may present a Conflict of Interest if romantically involved with or immediately related to any employee under which there is a direct-reporting relationship. No part of this policy shall preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute.

CONFLICTS OF INTEREST: Company employees shall be permitted to be gainfully employed in addition to and outside of Company so long as there is not Conflict of Interest, such as but not limited to:

• Employment with or Consultant to a Company competitor or potential competitor, supplier, or contactor;

- Serving as a Board member for another licensed Cannabis establishment;
- Owning or having controlling interest in any other licensed Cannabis establishment or in any company actively pursuing State licensing for a Cannabis establishment;
- Working for, consulting for, or serving as a Board member for any company involved with the State Responsible Vendor Program;
- Any other position or activity that may impair, or seem to impair, the employee's ability to make objective and fair decisions when performing their jobs.

No employee shall accept any gifts, discounts, services, or favors from any customer, supplier, vendor, or competitor unless such promotion was made available to all Company employees and as authorized by Management.

SOCIAL MEDIA: Employees are asked to keep their professional and personal lives as separate as possible in regards to public Social Media postings, and to exercise caution when sharing any information related to the Company. Employees may share official Company Social Media posts or links to the Company website, but are prohibited from making any social media posts that make statements implying the individual speaks on behalf of or in any other way claims to represent Company without express authorization by the Company. Employees may not post, comment, or otherwise publicly speak to any Company prices, policy, plan, protocol, or procedure. Any post made about any Company product or other job-related matters must expressly state that it is the employee's sole opinion and does not represent the views of the Company. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording of any part of the facility or cannabis plants or products in any stage of processing or manufacturing, storage, or distribution. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording where the employee or any other person is shown to be wearing the Company Uniform and/or ID badge. Employees are expected to extend their behavior outlined in the above section "Professionalism" to their social media interactions with other employees, customers, industry acquaintances, and other MA cannabis establishments or their agents.

WEAPONS BAN: No Company employee may carry on their person while at work any weapons of any kind. State law expressly prohibits any registered cannabis agent from carrying a firearm while on shift or from having a firearm on premises or in any transport vehicle. Company has a zero-tolerance policy for carrying concealed weapons and evidence of such shall result in immediate Corrective Action, which may include termination of employment.

SMOKE, DRUG, & ALCOHOL -FREE WORKPLACE: All of the Company facilities and properties will be a Smoke, Drug, and Alcohol -free workplace. No employee shall be permitted to consume any marijuana or marijuana product, alcohol, or tobacco products while on the premises, or off-site prior to or during their work shift. The use of tobacco on the premises will result in Corrective Action; Consuming cannabis or alcohol on the premises, either before, during, or after the work shift, or off shift, will result in immediate dismissal.

Company reserves the right to request any employee Drug Screening for illicit substances.

CORRECTIVE ACTION: All employees are expected to understand and abide by all Company rules and policies, and to perform their job functions to the standards and expectations set forth in the job description. Company will implement the use of progressive Corrective Action to address issues of poor job performance and/or misconduct designed to provide a process to improve and prevent the recurrence of the undesired performance or conduct. The Corrective Action plan will consist of multiple steps; however, the Company may combine or skip steps based on the facts of each situation, the nature/severity of the offense, and the employee's history of corrective action:

- 1. Verbal Warning(s)
- 2. Written Warning(s)
- 3. Final Written Warning
- 4. Suspension without Pay
- 5. Termination of Employment

Steps for Corrective Action may be carried out by authorized Management and/or Human Resources officer as applicable.

CAUSE FOR IMMEDIATE DISMISSAL: All new hires will be instructed on Security protocol and grounds for immediate dismissal in the Company Orientation, and it will be detailed in the Employee Handbook. All employees will be required to sign documentation that they have been made aware of these conditions. Employees shall be subject to immediate dismissal in the event of:

- Consuming unsanctioned marijuana, alcohol, or other drugs on premises, either on or off shift.
- Arriving to work impaired by marijuana, alcohol, or other drugs, whether or not consumption took place off premises.
- Involvement in the Diversion of Marijuana or Marijuana Products from Company, or in the manipulation of inventory records, tracking software, or product labeling/packaging with the intent on diverting marijuana or marijuana products, which shall be reported to the Commission and to Law Enforcement.
- Engagement in unsafe practices with regard to the operation of the establishment and/or employee safety, which shall be reported to the Commission.
- Behavior that poses immediate risk to the personal safety of, or which may be considered malicious harassment, discrimination, violence, or threat toward, or any unsolicited sexual advances or assault on, any other Company employee(s) or customer(s), which shall be reported to the Commission and, in the case of a criminal act, to local Law Enforcement.
- Conviction or guilty plea in the case of felony drug offense involving distribution of controlled substances, or in the transport of any controlled substance and/or alcohol to a person under 21 years of age.
- Carrying a firearm while on shift.
- Evidence of theft of or unauthorized possession of any company property or the property of other employees/customers.
- Evidence of Theft of Hours, falsified timesheets, or alteration of any other legal document for the purposes of defrauding the Company

Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Our company will maintain the following written records that are required and subject to inspection:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our Marijuana Delivery Operator establishment (MDO) is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).

1.4.1. General

- 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
- 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
- 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
- 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
- 1.4.2. Inventory records include:
 - 1.4.2.1. Shipping manifests

- 1.4.2.2. Delivery and unpacking video recordings
- 1.4.2.3. Daily sales stock withdrawal and return reports
- 1.4.2.4. Weekly inventory reports
- 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The warehouse manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
 - 1.4.10.1. warehouse managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements the company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;

Sales and Purchase agreements

Loan agreements

Rental agreements

Lease agreements

Franchise agreements

Sale and lease back agreements

Trading agreements with suppliers

Insurance policies

Legal documentation

All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies
Contracts with telecommunications companies
Business registration documents and certificates
Business licensing documents
Surety bonds
Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.