Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282187

Original Issued Date: 10/05/2020

Issued Date: 10/05/2020

Expiration Date: 10/05/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Four Score Holdings LLC

Phone Number: 617-217-0456

Email Address: daniel.fourscore@gmail.com

Business Address 1: 144 Sturbridge Road

Business Address 2:

Business City: Charlton

Business State: MA

Business Zip Code: 01507

Mailing Address 1: 144 Sturbridge Road

Mailing Address 2:

Mailing City: Charlton

Mailing State: MA

Mailing Zip Code: 01507

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 16.67

Percentage Of Control: 20

Role: Other (specify)

Other Role: Owner and Member of the Board of Managers

First Name: Kurt **Last Name:** Smith **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:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 16.67 **Percentage Of Control:**

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

First Name: Matthew **Last Name:** McGeorge **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:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 16.67 **Percentage Of Control:**

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

First Name: Tim **Last Name:** St. Germain **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:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 16.67 **Percentage Of Control:** 20

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Michael **Last Name:** Curtis **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:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 16.67 **Percentage Of Control:** 20

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Daniel **Last Name:** Glissman **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:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 8.33 **Percentage Of Control:** 20

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Eamonn **Last Name:** O'Kane **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:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 8.33 **Percentage Of Control:** 20

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Niall **Last Name:** McManus **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 WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Michael **Last Name:** Curtis **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $61005.65 **Percentage of Initial Capital:** 20

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Niall **Last Name:** McManus **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $125000 **Percentage of Initial Capital:** 40

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Eamonn **Last Name:** O'Kane **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $125000 **Percentage of Initial Capital:** 40

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Kurt **Last Name:** Smith **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 2

First Name: Kurt **Last Name:** Smith **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 3

First Name: Matthew **Last Name:** McGeorge **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 4

First Name: Matthew **Last Name:** McGeorge **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 5

First Name: Tim **Last Name:** St. Germain **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 6

First Name: Tim **Last Name:** St. Germain **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 7

First Name: Michael **Last Name:** Curtis **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 8

First Name: Michael **Last Name:** Curtis **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 9

First Name: Daniel **Last Name:** Glissman **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 10

First Name: Daniel **Last Name:** Glissman **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 11

First Name: Eamonn **Last Name:** O'Kane **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 12

First Name: Eamonn **Last Name:** O'Kane **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 13

First Name: Niall **Last Name:** McManus **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

Individual 14

First Name: Niall **Last Name:** McManus **Suffix:**

Marijuana Establishment Name: Four Score Holdings LLC **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Charlton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 144 Sturbridge Road

Establishment Address 2:

Establishment City: Charlton **Establishment Zip Code:** 01507

Approximate square footage of the Establishment: 20960 **How many abutters does this property have?:** 10

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Charlton and FSH - HCA Certification Form 2019.03.12 (Fully Executed).pdf	pdf	5cf92fd8fe6a8617e208e02b	06/06/2019
Plan to Remain Compliant with Local Zoning	FSH - Zoning Compliance Memo.02.pdf	pdf	5e506824d43df3043d4bae4b	02/21/2020
Community Outreach Meeting Documentation	FSH - Community Outreach Documents.02.PDF	pdf	5e50682602a6e7045352e9c4	02/21/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	FSH - Positive Impact Plan.03.pdf	pdf	5e67f9fc49038b46abf1e14a	03/10/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Kurt **Last Name:** Smith **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Matthew **Last Name:** McGeorge **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

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

First Name: Tim **Last Name:** St. Germain **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Michael **Last Name:** Curtis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Eamonn **Last Name:** O'Kane **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Daniel **Last Name:** Glissman **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 7

Role: Other (specify) **Other Role:** Owner and Member of the Board of Managers

First Name: Niall **Last Name:** McManus **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	FSH - Operating Agreement.pdf	pdf	5d3638dfba408534125076a6	07/22/2019
Secretary of Commonwealth - Certificate of	FSH - Cert. of Good Standing -	pdf	5d3638e10dc32e386aecdc73	07/22/2019

Good Standing	SOS.pdf			
Department of Revenue - Certificate of Good standing	FSH - Cert. of Good Standing - DOR.pdf	pdf	5d3638e2bc4ba7387cf4dd37	07/22/2019
Articles of Organization	FSH - Cert. of Organization.pdf	pdf	5d3638e3b0555e33d0bccfaf	07/22/2019

No documents uploaded

Massachusetts Business Identification Number: 001311831

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	FSH - July 2019 Business Plan Executive Summary.pdf	pdf	5d3639dcbc4ba7387cf4dd3b	07/22/2019
Proposed Timeline	Timeline.02.pdf	pdf	5e5068b71c3b1d04a32b42d4	02/21/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.02.pdf	pdf	5e5068b8fe55e40432f72512	02/21/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Cultivation Policy.02.pdf	pdf	5e5069534dd5bb0494108461	02/21/2020
Separating recreational from medical operations, if applicable	Plan to Separate Recreational from Medical.02.pdf	pdf	5e50695564339304b0901216	02/21/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 or Older.02.pdf	pdf	5e506956d43df3043d4bae51	02/21/2020
Prevention of diversion	Diversion Prevention.02.pdf	pdf	5e506958d29b0704447d950a	02/21/2020
Storage of marijuana	Storage Policy.02.pdf	pdf	5e5069591c3b1d04a32b42dc	02/21/2020
Transportation of marijuana	Transportation Policy.02.pdf	pdf	5e50697e81ae16046becad5c	02/21/2020
Inventory procedures	Inventory Policy.02.pdf	pdf	5e50697f7b9883042b373e9c	02/21/2020
Quality control and testing	Quality Control and Testing Policy.02.pdf	pdf	5e50698161c9e9045a7944c0	02/21/2020
Personnel policies including background checks	Personnel Policies.02.pdf	pdf	5e5069835b05c304785e992a	02/21/2020
Record Keeping procedures	Record Keeping Procedures.02.pdf	pdf	5e506984813339048c3fe7ef	02/21/2020
Maintaining of financial records	Financial Record Maintenance.02.pdf	pdf	5e50699d4fa2b004756a38f2	02/21/2020
Qualifications and training	Employee Qualifications and Training.02.pdf	pdf	5e50699e64339304b090121a	02/21/2020
Security plan	Security Policy.02.pdf	pdf	5e5069a4d43df3043d4bae55	02/21/2020
Diversity plan	Diversity Plan.03.pdf	pdf	5e67fa7ed21b9346780e26d9	03/10/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Michael Curtis, (*insert name*) certify as an authorized representative of Four Score Holdings (*insert name of applicant*) that the applicant has executed a host community agreement with Charlton MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 20, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Robin L. Craver, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Charlton (*insert name of host community*) to certify that the applicant and Town of Charlton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 13, 2019 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

FOUR SCORE

Plan to Remain Compliant with Local Zoning

The Town of Charlton amended its zoning code at a Town Meeting on May 21, 2018 and October 15, 2018, to allow the cultivation, production and dispensing of marijuana for adult-use in the Industrial General (IG) zoning district.

Four Score Holdings LLC (the "**Company**"), is proposing to develop and operate a Marijuana Establishment at 144 Sturbridge Road, Charlton, MA 01507. This site is located in the Industrial General zoning district, which permits the operation of a marijuana establishment, specifically a marijuana retail, cultivation and production facility pursuant to Section 200.5.20 of the Town of Charlton Zoning Bylaw and the table of use regulations for the Town of Charlton, subject to the granting of a Special Permit and Site Plan Review and Approval from Charlton Planning Board (the "**Board**"). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation, product manufacturing and retail facility with town officials, including the building department, police department and fire department, marijuana advisory committee, health department, department of public works and has appeared before the Planning Board and Board of Selectmen and entered into a host community agreement with the Town. The Company received its Special Permit and Site Plan Approval from the Board for the cultivation and production portion of its proposed Marijuana Establishment on March 6, 2019 and was approved for a Special Permit and Site Plan Approval permitting the retail component of the project on July 17, 2019. Attached please find copies of the relevant special permit decisions. Please also note that no approvals are required to be renewed by the Company.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and the compliance manager will be responsible for ongoing compliance with local and state rules and regulations.

PLANNING BOARD

37 Main Street, Charlton, MA 01507
Telephone (508) 248-2237
www.townofcharlton.net/planningboard.htm

TOWN CLERK
JUL 25 2019
KL
CHARLTON MASS

July 22, 2019

SPECIAL PERMIT / SITE PLAN APPROVAL DECISION

FOUR SCORE, LLC, RETAIL MARIJUANA ESTABLISHMENT

2019 00100721
Bk: 61129 Pg: 334
Page: 1 of 6 09/27/2019 11:07 AM WD

Applicant:

Mr. Daniel Glissman, Esq.
Four Score Holdings, LLC
One International Place, Suite 3700
Boston, MA 02110

Owner:

Charlbridge Realty, LLC
c/o George W. Bell, II
144 Sturbridge Road
Charlton, MA '01507I

Re: Application for a Special Permit and Site Plan Approval for a Marijuana Establishment
Assessors Map 30 Block C, Parcel 13
144 Sturbridge Road, Charlton MA
Zoning District: Industrial General (IG)
Worcester District Registry of Deeds: Book 34040 Page 237

To the Charlton Town Clerk:

At a duly posted public hearing opened on June 19, 2019 and continued to July 17, 2019 the Charlton Planning Board reviewed the application of a previously approved special permit / site plan approval application of Four Score, LLC to convert to a retail and medical marijuana establishment. The applicant had already received a special permit and site plan approval to open a store for the production and sales of medicinal marijuana. Four Score proposed and received approval to convert an existing, 20,000-square foot commercial building at 144 Sturbridge Road into a marijuana cultivation and processing facility. The project includes a 960-square foot addition to house mechanical equipment and a 144-square foot concrete equipment pad. The applicant proposes to cultivate marijuana and to process the crop into various marijuana products.

The property is zoned Industrial-General (IG). Marijuana establishments are allowed in IG districts by special permit of the Planning Board. As required by §200-5.20.E, Four Score has executed a Host Community Agreement and Impact Fee with the Board of Selectmen. The property contains 2 acres and is located on the north side of Route 20 with an address of 144 Sturbridge Road (Assessors Map 30, Block C, Parcel 13.).

On April 3, 2019, the Planning Board voted to grant the special permit/site plan approval by a vote 4 in favor and 0 opposed.

Submission Materials and Project Description

The project is fully described in the following application materials, Town official comments, and professional peer reviews that were submitted during the Planning Board's review of the project:

1. Project narrative and application materials submitted by Four Score, LLC
2. Site Plan entitled "Four Score, LLC, 144 Sturbridge Road, Charlton, MA 02110, prepared by DC Engineering & Survey, Inc., McGeorge Architecture Interiors, LLC dated February 23, 2019 and last revised July 16, 2019
3. Peer Review Reports from Graves Engineering dated September 14, 2018, January 7, 2019, and February 7, 2019
4. Traffic Assessment / Site Parking Peer review prepared by Bristol Traffic & Transportation Consultants dated May 30,2019, revised June 3, 2019 and revised July17, 2019 based on applicant's reply to comments.

The current structure was built in 1997 and the building and site layout are well-suited to the proposed use. Only minor changes to the property are proposed in the site plan. Existing fencing and mature landscaping help to shield the building from neighboring land uses. The property will maintain its existing curb cut on Route 20, which has good visibility in both directions. The site will contain 45 parking spaces in conformance with the parking requirements of the Zoning Bylaw, and which appear adequate for the proposed employment and delivery needs. The building conforms to applicable setbacks, building coverage maximum, and minimum unoccupied space requirements. The identification sign for the prior use will remain in the same location and will be updated with current name and address information. Any additional signage shall conform to the Town's sign bylaw.

The site plan went through a thorough peer review by the Planning Board's consulting engineer, Graves Engineering, Inc. The applicant revised the site plans in accordance with the Engineer's comments. The plan conforms to MassDEP Stormwater Management Standards and sound engineering practices. In addition, the Engineer prepared a complete drainage system Operation and Maintenance (O&M) Plan and a Long-Term Pollution Prevention Plan (LTPPP). The Board's peer review engineer found the detention basin on the property had been neglected by the previous owner, and Four Score shall undertake appropriate remediation measures as determined by the Board's construction inspection representative. The O&M Plan shall thereafter be carefully followed to insure a high level of stormwater treatment.

The traffic impact study prepared for the Special Permit / Site Plan application notes that the proposed marijuana cultivation and processing use will generate less average daily traffic and less

peak hour traffic than the previous auto parts sales and distribution use. The Planning Board requested Bristol Traffic do a traffic assessment for the proposed retail marijuana sales on the property. Bristol Traffic review the prior Traffic Impact Statement and the prior approval of the Special Permit and Site Plan. Bristol stated a that certain items should be amended or addressed.

1. A larger stop bar of 12 inches wide should be required in place of the proposed 4 inches wide stop bar.
2. The Planning Board should review the Mass Dot Access Permit once it is received by the applicant to make certain there are no outstanding traffic issues that need to be addressed.
3. The Planning Board should review the location of the proposed handicap parking spaces to determine the locations are acceptable.
4. Three parallel parking space should be added across the driveway on the east side to provide additional parking.
5. If the loading docks on the rear of the building are to still be used, then the parking spaces across form the loading docks should be restricted to employees so they may park further bark to allow for two-way access in the driveway.
6. Any brush that may impede the sight line to the east of the driveway entrance must be removed.

The facility will tie-in to municipal water and sewer systems. Wastewater discharged to the municipal system shall be of low strength and shall be consistent with other discharges into the system, as determined by the Water and Sewer Commission. If solvents are used in extraction, no solvent wastes with or without extracted cannabis by-products shall be in the wastewater. If a commercial kitchen is included in the final design, wastewater from the operation shall be discharged through an appropriate oil & grease trap before discharging to the sanitary sewer system. No process water or wastewater shall be discharged to the sanitary sewer without a permit from the Water and Sewer Commission in accordance with Mass. Department of Environmental Protection regulations. This permit may require appropriate testing and pretreatment if so required by the Commission or MassDEP.

Four Score submitted an odor control plan, and the Planning Board hired Trinity Consultants, Inc. to conduct a peer review of that plan. The plan relies upon negative pressure in the cultivation and processing spaces to prevent the escape of fugitive emission containing marijuana odors through openings in cracks, doors, windows, etc. All air from these negative pressure areas will be exhausted through vents that contain carbon filtration units; this is an industry best practice and provide a high level of treatment to nullify marijuana odor. Filtration units shall be provided in all marijuana growing, drying, storage and processing areas. In order to work effectively, the carbon units must be replaced before all of the carbon becomes saturated and rendered ineffective. It is best to replace the units on a recurring schedule before their life expectancy passes in order to prevent untreated odor to escape. The peer review report sanctioned Four Score's proposed odor control technology and had recommendations for maintaining the systems for the greatest effectiveness.

Decision

Upon closing the public hearing on July 7, 2019, the Planning Board voted 3-0 to approve the special permit application and 1 abstention with conditions. The members voted as follows:

Patricia Rydlak	Yes
Jean Vincent	Yes
Ross Lemansky	Abstain
Don Clay	Yes

Conditions

Four Score shall comply with the following conditions

1. In accordance with Section 200-7.1-D-8 of the Charlton Zoning By-Law, this approval shall be valid for a period of two years, only. The applicant shall record the decision at the Worcester District Registry of Deeds. All work proposed in the application plan must be completed within two (2) years from the date of approval. An extension of time for completion may be requested in writing *prior* to the completion date, and may be granted at the discretion of the Planning Board.
2. Prior to the issuance of a project building permit, the applicant shall be required to receive a written Notice-To-Proceed to be issued by the Planning Board or its staff representative. The Notice-To-Proceed shall be issued only upon completion of an on-site pre-construction meeting to include the applicant's engineer, the construction contractor(s), and the Planning Board's project peer review engineer, Graves Engineering, Inc.
3. It is the policy of the Planning Board and the Building Commissioner that no Certificate of Occupancy or Operation, either temporary or permanent, for site plan and special permit-approved projects shall be issued prior to the Planning Board or its designated agent signing of said Certificate of Occupancy and/or Operation. The Planning Board will not provide said signature prior to the Planning Board or its agent(s) confirming that all requirements and conditions of this special permit approval have been properly adhered to and completed.
4. The Planning board has approved the modification to the Special Permit as per plans by McGeorge Architecture Interiors dated 7/16/2019 with the condition the zip code on the cover sheet is corrected to the Charlton zip code of 01507. Any modification of the final plans approved by the Planning Board shall be submitted to Graves Engineering and the Planning Director for review. Major changes to the site plan shall be approved by the Planning Board as a modification of the special permit.
5. The Planning board has approved the Special Permit as per Site Plan by DC Engineering & Survey Inc. last revised 7/15/2019 with the condition the parallel parking spaces along the entrance driveway are removed from the plan to ensure accommodations for handicap van entering and exiting the handicap parking spaces. The plan will also be revised to show 3 parking spaces in the northwest corner of the property where the existing car port will be removed.
6. The applicant will be required to meet all the conditions of the original Special Permit /Site plan approval decision dated May 8, 2019
7. The applicant shall comply with the requirements of the special permit/site plan construction inspection schedule that will be provided by Graves Engineering, Inc. to the applicant and its representatives at the on-site pre-construction meeting.
8. The applicant shall meet with the Charlton Board of Selectmen to discuss the possibility of installing "No Parking" signs along Sampson Road for a distance of 500-700 feet from Route 20 as recommended by Bristol Traffic &Transportation Consulting, LLC in their report dated July

17, 2019.

9. The applicant will provide a confirmation to the Planning Director, that all loading dock doors will be removed or sealed.
10. The applicant will repair or replace fence of abutting neighbor on east side of property to the abutter's satisfaction.
11. The applicant will provide the Planning Board approval of the proposed facility from Mass Dot or written confirmation that an approval is not required.
12. The applicant shall remove all brush within the sightline on the east side of the driveway entrance prior to a Certificate of Occupancy

The granting of this special permit by the Planning Board shall not be construed as approval from any other board, official, or regulation that is needed for this project.

Sincerely,

Patricia Rydlak (RSB)

Patricia Rydlak, Chair
Charlton Planning Board

Cc: Daniel Glissman, Four Score, LLC*
Charlbridge Realty, LLC, c/o George W. Bell, II
Jason DuBois, DC Engineering Inc.
Assessors' Office
Board of Health
Building Commissioner/ZEO
Conservation Commission
Finance Committee
Fire Chief
DPW Director
Police Chief
Select Board
Water and Sewer Superintendent
Michael Andrade, P.E., Graves Engineering, Inc.

*Via Certified Mail

Certificate of No Appeal

Petitioner Mr. Daniel Glissman, Esq.
Four Score Holdings, LLC
One International Place, Suite 3700
Boston, MA 02110

Owner Charlbridge Realty, LLC
c/o George W. Bell, II
144 Sturbridge Road
Charlton, MA 01507

Deed Reference: Book 34040, Page 237

This is to certify that notice by the Charlton Planning Board of the decision on the above special permit application was received and recorded by me on July 25, 2019, and that no notice of appeal from this decision was received by me during the twenty days after receipt and recording of such notice.

Karen LaBrie

Charlton Town Clerk

Sept 24, 2019

Date

ATTEST: WORC. Kathryn A. Toomey, Register

TOWN CLERK
MAY 23 2019
CHARLTON MASS

PLANNING BOARD

37 Main Street, Charlton, MA 01507
Telephone (508) 248-2237
www.townofcharlton.net/planningboard.htm

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Page: 1 of 7 09/27/2019 11:07 AM WD

MAY 8, 2019

SPECIAL PERMIT / SITE PLAN APPROVAL DECISION

FOUR SCORE, LLC, MARIJUANA ESTABLISHMENT

Applicant:

Mr. Daniel Glissman, Esq.
Four Score Holdings, LLC
One International Place, Suite 3700
Boston, MA 02110

Owner:

Charlbridge Realty, LLC
c/o George W. Bell, II
144 Sturbridge Road
Charlton, MA '01507I

Re: Application for a Special Permit and Site Plan Approval for a Marijuana Establishment
Assessors Map 30 Block C, Parcel 13
144 Sturbridge Road, Charlton MA
Zoning District: Industrial General (IG)
Worcester District Registry of Deeds: Book 34040 Page 237

To the Charlton Town Clerk:

At a duly posted public hearing opened on February 6, 2019 and continued to March 6, 2019 and April 3, 2019 the Charlton Planning Board reviewed the special permit / site plan approval application of Four Score, LLC to construct a marijuana establishment. Four Score proposes to convert an existing, 20,000-square foot commercial building at 144 Sturbridge Road into a marijuana cultivation and processing facility. The project includes a 960-square foot addition to house mechanical equipment and a 144-square foot concrete equipment pad. The applicant proposes to cultivate marijuana and to process the crop into various marijuana products.

The property is zoned Industrial-General (IG). Marijuana establishments are allowed in IG districts by special permit of the Planning Board. As required by §200-5.20.E, Four Score has executed a Host Community Agreement and Impact Fee with the Board of Selectmen. The property contains 2 acres and is located on the north side of Route 20 with an address of 144 Sturbridge Road (Assessors Map 30, Block C, Parcel 13.).

On April 3, 2019, the Planning Board voted to grant the special permit/site plan approval by a vote 4 in favor and 0 opposed.

Submission Materials and Project Description

The project is fully described in the following application materials, Town official comments, and professional peer reviews that were submitted during the Planning Board's review of the project:

1. Project narrative and application materials submitted by Four Score, LLC
2. Site Plan entitled "Four Score, LLC, 144 Sturbridge Road, Charlton, MA 02110, prepared by DC Engineering & Survey, Inc., McGeorge Architecture Interiors, LLC dated July 7, 2019 and revised December 19, 2018 and January 23, 2019
3. A drainage report entitled "Stormwater Drainage Analysis" prepared by DC Engineering & Survey, Inc., last revised January 23, 2019
4. An advisory zoning determination from the Building Commissioner / Zoning Enforcement Officer in an email dated March 20, 2018
5. Peer Review Reports from Graves Engineering dated September 14, 2018, January 7, 2019, and February 7, 2019
6. Response to peer review comments from Four Score, LLC dated December 19, 2018
7. An odor peer review report from Trinity Consultants entitled "Assessment of Four Score Odor Control Methods – Preliminary Findings", dated May 3, 2019
8. A "Stormwater Operation and Maintenance Plan & Long-term Pollution Prevention Plan for Four Score Holdings, LLC", dated October 25, 2018
9. An "Odor Mitigation Systems – Operation and Maintenance Plan", dated February 9, 2019, submitted by Four Score, LLC
10. A "Waste Management Plan and Product Storage Policy", dated February 9, 2019, submitted by Four Score, LLC
11. A "Wastewater Management Plan" dated April 2, 2019, submitted by Four Score, LLC
12. A "Marijuana Establishment Security System Policy" submitted by Four Score, LLC
13. A "Traffic Impact Statement", prepared by Hayes Engineering, Inc., dated July 23, 2018
14. An email from the Board of Selectmen dated January 17, 2019 stating the Board had no comments
15. An email from the Police Chief dated February 22, 2019 approving the project's Security Plan
16. A memo from the Charlton Health Director dated March 20, 2019, with recommendations
17. An email from the Water and Sewer Superintendent dated 4/18/2019, with recommendations

The current structure was built in 1997 and the building and site layout are well-suited to the proposed use. Only minor changes to the property are proposed in the site plan. Existing fencing and mature landscaping help to shield the building from neighboring land uses. The property will maintain its existing curb cut on Route 20, which has good visibility in both directions. The site will contain 45 parking spaces in conformance with the parking requirements of the Zoning Bylaw, and

which appear adequate for the proposed employment and delivery needs. The building conforms to applicable setbacks, building coverage maximum, and minimum unoccupied space requirements. The identification sign for the prior use will remain in the same location and will be updated with current name and address information. Any additional signage shall conform to the Town's sign bylaw.

The site plan went through a thorough peer review by the Planning Board's consulting engineer, Graves Engineering, Inc. The applicant revised the site plans in accordance with the Engineer's comments. The plan conforms to MassDEP Stormwater Management Standards and sound engineering practices. In addition, the Engineer prepared a complete drainage system Operation and Maintenance (O&M) Plan and a Long-Term Pollution Prevention Plan (LTPPP). The Board's peer review engineer found the detention basin on the property had been neglected by the previous owner, and Four Score shall undertake appropriate remediation measures as determined by the Board's construction inspection representative. The O&M Plan shall thereafter be carefully followed to insure a high level of stormwater treatment.

The traffic impact study prepared for the application notes that the proposed marijuana cultivation and processing use will generate less average daily traffic and less peak hour traffic than the previous auto parts sales and distribution use. The Planning Board did not require any traffic mitigation for the proposed use, but will require a new traffic study if a retail use is proposed for the property.

The facility will tie-in to municipal water and sewer systems. Wastewater discharged to the municipal system shall be of low strength and shall be consistent with other discharges into the system, as determined by the Water and Sewer Commission. If solvents are used in extraction, no solvent wastes with or without extracted cannabis by-products shall be in the wastewater. If a commercial kitchen is included in the final design, wastewater from the operation shall be discharged through an appropriate oil & grease trap before discharging to the sanitary sewer system. No process water or wastewater shall be discharged to the sanitary sewer without a permit from the Water and Sewer Commission in accordance with Mass. Department of Environmental Protection regulations. This permit may require appropriate testing and pretreatment if so required by the Commission or MassDEP.

Four Score submitted an odor control plan, and the Planning Board hired Trinity Consultants, Inc. to conduct a peer review of that plan. The plan relies upon negative pressure in the cultivation and processing spaces to prevent the escape of fugitive emission containing marijuana odors through openings in cracks, doors, windows, etc. All air from these negative pressure areas will be exhausted through vents that contain carbon filtration units; this is an industry best practice and provide a high level of treatment to nullify marijuana odor. Filtration units shall be provided in all marijuana growing, drying, storage and processing areas. In order to work effectively, the carbon units must be replaced before all of the carbon becomes saturated and rendered ineffective. It is best to replace the units on a recurring schedule before their life expectancy passes in order to prevent untreated odor to escape. The peer review report sanctioned Four Score's proposed odor control technology and had recommendations for maintaining the systems for the greatest effectiveness.

Decision

Upon closing the public hearing on April 3, 2019, the Planning Board voted 4-0 to approve the special permit application with conditions. The members voted as follows:

Patricia Rydlak	Yes
Jean Vincent	Yes
Alycia Dzik	Yes
Don Clay	Yes

Conditions

Four Score shall comply with the following conditions

1. In accordance with Section 200-7.1-D-8 of the Charlton Zoning By-Law, this approval shall be valid for a period of two years, only. The applicant shall record the decision at the Worcester District Registry of Deeds. All work proposed in the application plan must be completed within two (2) years from the date of approval. An extension of time for completion may be requested in writing *prior* to the completion date, and may be granted at the discretion of the Planning Board.
2. Prior to the issuance of a project building permit, the applicant shall be required to receive a written Notice-To-Proceed to be issued by the Planning Board or its staff representative. The Notice-To-Proceed shall be issued only upon completion of an on-site pre-construction meeting to include the applicant's engineer, the construction contractor(s), and the Planning Board's project peer review engineer, Graves Engineering, Inc.
3. It is the policy of the Planning Board and the Building Commissioner that no Certificate of Occupancy or Operation, either temporary or permanent, for site plan and special permit-approved projects shall be issued prior to the Planning Board or its designated agent signing of said Certificate of Occupancy and/or Operation. The Planning Board will not provide said signature prior to the Planning Board or its agent(s) confirming that all requirements and conditions of this special permit approval have been properly adhered to and completed.
4. The Planning Board has reviewed the final Graves Engineering, Inc. project peer review report dated February 7, 2019 and hereby attaches it to this special permit approval as an addendum. Any modification of the final plans approved by the Planning Board shall be submitted to Graves Engineering and the Planning Director for review. Major changes to the site plan shall be approved by the Planning Board as a modification of the special permit.
5. The traffic study prepared for the applicant is based on a marijuana cultivation and processing facility. If the applicant proposes a medical and/or adult marijuana retail dispensary or other marijuana use, the applicant shall submit a revised traffic study for the Planning Board's consideration as part of a modification of the special permit.
6. The Police Chief approved the security plan for the use, but the applicant must still obtain approval of the Cannabis Control Commission (CCC). The applicant shall inform the Chief of any changes required by the CCC and adhere to any additional tasks the Chief may require.
7. The applicant shall comply with the requirements of the special permit/site plan construction inspection schedule that will be provided by Graves Engineering, Inc. to the applicant and its representatives at the on-site pre-construction meeting.
8. Prior to the issuance of a temporary or permanent Certificate of Occupancy or Operation for the project, site landscaping must be completed by the applicant and inspected by the Planning Board's peer review consultant. The applicant shall also provide the Planning Board with a landscaping performance guarantee for a period of twelve (12) months from the date of commencement of operation, in an amount to be determined and recommended by Graves

Engineering, Inc. Said performance guarantee type of instrument and final amount shall be reviewed and accepted by the Planning Board at a duly-posted Board meeting prior to the issuance of a Certificate of Occupancy or Operation.

9. In the event that seasonal weather conditions are not conducive to installing site landscaping at the time of anticipated operation, the applicant may provide the Planning Board with a performance guarantee for said landscaping completion once weather conditions are appropriate. Said guarantee shall be reviewed and accepted by the Planning Board in the manner detailed in condition #8 above.
10. Four Score shall comply with the comments submitted by the Board of Health including:
    a. Wastewater from the cannabis operation disposed at the site shall not contain any cannabis by-products entering public stormwater drains or the municipal sewer system without prior testing.
    b. There shall be zero outside odor emissions from the facility at all times.
11. Four Score shall comply with the comments of the Water and Sewer Superintendent:
    a. Four Score shall provide the Title 5 sewer calculations for the existing building and the Title 5 calculations for the proposed use to determine if there will be an increase in sewer use discharge.
    b. Four Score shall submit the proposed water connection to the Water and Sewer Commission for review and approval.
12. The Peer Review report of Trinity Consultants contains the following recommendations for insuring zero fugitive emissions from the establishment; these are hereby included as conditions of approval. The Planning Board may hire a third party expert to review the submitted plans at the applicant's expense.
    1. The facility shall provide the Planning Board, Board of Health, and Building Commissioner with a finalized ventilation and odor control plan for review. The finalized specifications should clarify and include:
        a. Ventilation drawings providing location of all capture hoods, ductwork, exhaust/exit points and carbon filters
        b. Identification of all air flow rates and air intake rates for the building
        c. Identification of the number and type of carbon filters and associated air flow rate
        d. Identification of all exhaust vents, stacks, including: height above roof, exit diameter and flow rate
        e. Confirm that strategic growing and cultivation areas of the building will be under negative differential pressure relative to administrative areas of the building and the outdoor environment
    2. The facility shall provide the Planning Board, Board of Health, and Building Commissioner with a Best Management Practices Plan (BMPP) for odor management. The plan should include:
        a. Complaint response protocols
        b. Housekeeping practices and other any operating protocols used to minimize odor release

c. Fan and carbon filter maintenance schedule

d. Identification of how filter performance and the Town requirement for "no odors outside of the building" is being verified by the facility on an ongoing basis

e. Assignment of responsibilities for implementing the BMPP

13. Four Score shall provide $10,000 in cash, a bond, a stand-by letter of credit, or form of security approved by the Town Treasurer to cover the cost of dismantling the facility in the event of the dissolution of the company. The impact fee negotiated as part of the host community agreement shall not be considered available for this purpose.

The granting of this special permit by the Planning Board shall not be construed as approval from any other board, official, or regulation that is needed for this project.

Sincerely,

Patricia Rydlak, Chair
Charlton Planning Board

Cc: Daniel Glissman, Four Score, LLC*
Charlbridge Realty, LLC, c/o George W. Bell, II
Jason DuBois, DC Engineering Inc.
Assessors' Office
Board of Health
Building Commissioner/ZEO
Conservation Commission
Finance Committee
Fire Chief
DPW Director
Police Chief
Select Board
Water and Sewer Superintendent
Michael Andrade, P.E., Graves Engineering, Inc.

*Via Certified Mail

Certificate of No Appeal

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This is to certify that notice by the Charlton Planning Board of the decision on the above special permit application was received and recorded by me on May 23, 2019, and that no notice of appeal from this decision was received by me during the twenty days after receipt and recording of such notice.

Karen L Croix
Charlton Town Clerk

Sept 24, 2019
Date

ATTEST: WORC. Kathryn A. Toomey, Register

Town of Charlton, MA
Monday, July 22, 2019

Chapter 200. Zoning

SECTION 5. Special Regulations

§ 200-5.20. Marijuana establishments.

[Added 5-21-2018 ATM by Art. 27; amended 10-15-2018 STM by Art. 11]

A. Marijuana establishments shall be authorized by special permit only in districts as set forth in § **200-3.2B**, Use Regulation Schedule, of this Zoning Bylaw. Any marijuana establishment receiving a special permit from the Planning Board shall comply with MGL c. 94G, the regulations of the Cannabis Control Commission at 935 CMR 500, and the regulation of the Charlton Board of Health.

B. The Planning Board shall not approve more than two (2) medical marijuana retail dispensing sites.

C. The Planning Board shall not approve more than two (2) recreational retail marijuana establishments, which is greater than 20% of the number of licenses issued in the Town for the retail sale of alcoholic beverages not to be drunk on the premises where sold under MGL c. 138, § 15 (package store licenses).

D. Additional site plan requirements:

(1) In addition to what is otherwise required to be shown on a site plan under § **200-7.1D(3)**, the applicant shall provide a plan to the Police Chief that details all exterior proposed security measures for the premises, including but not limited to lighting, fencing, gates and alarms to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity. The site plan shall further delineate various areas of the marijuana establishment (indoors and outdoors) such as public access areas, employee-only access areas, storage, cultivation, preparation, waste disposal, administrative, transportation, loading and parking areas.

(2) At the time of submittal and any revisions the applicant shall provide on twenty-four-inch by thirty-six-inch paper at the largest scale possible elevation views in color of all sides of any proposed structure, no more than two elevations per page, showing all pavement, structures and landscaping.

E. The applicant shall negotiate a host community agreement and impact fee with the Board of Selectmen prior to applying for a special permit.

F. Special permits shall be limited to the original applicant(s) and shall expire on the date the special permit holder ceases operation of the marijuana establishment.

G. Between the hours of 8:00 p.m. and 8:00 a.m., marijuana establishments shall neither be open to the public, nor shall any sale or other distribution of marijuana occur upon the premises or via delivery from the premises.

H. Marijuana establishments shall be ventilated in such a manner that no pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere; and no odor from marijuana or its processing will be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the marijuana establishment or at any adjoining use or property.

I. Marijuana establishments shall be a minimum of one thousand (1,000) feet from any adult use specified in § **200-5.9** or other marijuana establishment, unless a special permit has been granted to allow the colocation of two types of marijuana establishment at a single location.

J. Special permit conditions. The Planning Board may impose reasonable conditions to improve site design, traffic flow, public safety, water quality, air quality, protection of environmental resources, and preservation of the character of the adjacent neighborhood including, without limitation, the following:

(1) To provide adequate lighting for monitoring of building and site security without creating negative effects on surrounding property.

(2) To address issues of vehicular and pedestrian traffic, circulation and parking, and to mitigate the impacts of vehicular and pedestrian traffic on neighboring uses.

(3) To specify conditions related to the design and construction of the facility to improve safety, security and conformance with community and neighborhood character.

(4) To have and maintain adequate security, alarm systems, on-site parking and lighting in compliance with applicable regulations and as determined necessary by the Planning Board in consultation with the Police Chief.

(5) To limit signage to that necessary for identification of the premises and to restrict advertising so that brands of marijuana products shall not be visible from a public way.

K. No cultivation facility shall have in excess of 100,000 square feet of grow, floor, or canopy unless granted a waiver by the Planning Board.

L. Definitions.

MARIJUANA ACCESSORIES

Equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling or otherwise introducing marijuana into the human body.

MARIJUANA ESTABLISHMENT

A marijuana cultivator, craft marijuana cooperative, marijuana product manufacturer, marijuana retailer, independent testing laboratory, marijuana research facility, marijuana transporter, or any other type of licensed marijuana-related business, including a medical marijuana treatment center and a marijuana social consumption establishment. Marijuana uses are defined in the Cannabis Control Commission Regulations, 935 CMR 500.00.

MEDICAL MARIJUANA TREATMENT CENTER

Also known as a Registered Marijuana Dispensary (RMD), means a not-for-profit entity registered under 105 CMR 725.100: Registration of Registered Marijuana Dispensaries, that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use.

M. Cannabis accessories may only be sold by establishments holding adult retail or medical cannabis licenses or adult-only tobacco retailers.

Town of Charlton, MA
Monday, July 22, 2019

Chapter 200. Zoning

SECTION 3. Use and Intensity Regulations

§ 200-3.2. Use regulations.

A. General. Buildings and other structures shall be erected or used and premises shall be used only as set forth in the "Use Regulation Schedule" except as exempted by § **200-3.4** or by statute. Symbols employed on the "Use Regulation Schedule" shall mean the following:

Y	A permitted use
P	A use whose exercise is subject to regulation by means of a site plan review and approval.
N	An excluded or prohibited use
SP	A use permitted under special permit granted by the Planning Board

B. Use Regulation Schedule.

			Districts						
Principal Uses		**A**	**R-40**	**R-SE**	**NB**	**V**	**CB**	**IG**	**BEP**
(1)	**Agricultural, Floriculture and Horticultural Uses**								
(a)	Raising and keeping of livestock, including but not limited to horses, cattle, sheep, goats, swine, fur animals and poultry, on a parcel over five (5) acres	Y	Y	Y	Y	Y	Y	Y	Y
(b)	Raising and keeping livestock, including but not limited to horses, cattle, sheep, goats, swine, fur animals and poultry, on a parcel of five (5) or fewer acres	Y	Y	P	P	P	P	N	N
(c)	Raising of crops, whether for sale or personal consumption, on a parcel of any size	Y	Y	Y	Y	Y	Y	Y	Y
(d)	Indoor commercial horticulture/floriculture establishments (e.g., greenhouses)	Y	Y	Y	Y	Y	Y	Y	Y
(2)	**Residential Uses** [Amended 5-21-2012 ATM by Art. 28]								
(a)	Dwellings, one-family	Y	Y	Y	Y	Y	Y	N	N
(b)	Accessory apartments	Y	Y	Y	Y	Y	Y	N	N

Principal Uses		A	R-40	R-SE	NB	V	CB	IG	BEP
		Districts							
(c)	Dwellings, two-family	N	Y	Y	Y	Y	Y	N	N
(d)	Multifamily dwellings (see § **200-5.1**)	N	P	P	N	SP	N	N	N
(e)	Lodging and/or boarding houses	P	P	P	P	P	P	N	N
(f)	Mobile homes, mobile home parks or trailers for human habitation. (See special regulations in § **200-5.2**.)	N	N	N	N	N	N	N	N
(g)	Major residential development	P	P	P	P	P	P	N	N
(h)	Dwelling units over first floor business uses	N	N	P	P	P	N	N	N
(i)	In one- and two-family dwellings, a mix of residential and business uses	N	N	P	P	P	P	N	N
(3)	**Public and Semi-Private Uses**								
(a)	Public, private, sectarian or denominational schools (nonprofit)	P	P	P	P	P	P	P	P
(b)	Day-care centers	P	P	P	P	P	P	P	SP
(c)	Family day-care homes	P	P	P	P	P	P	P	P
(d)	Religious uses	P	P	P	P	P	P	P	P
(e)	Nursing and/or convalescent homes	P	P	P	P	P	P	N	N
(f)	Hospitals and clinics for in- and out-patient care (nonprofit)	P	P	P	P	P	P	SP	SP
(g)	Community and/or neighborhood centers	P	P	P	P	P	P	N	N
(h)	Other institutional and philanthropic uses	P	P	P	P	P	P	N	N
(i)	Cemeteries	P	P	P	P	P	P	N	N
(j)	Other municipal uses voted by Town Meeting	P	P	P	P	P	P	P	P
(4)	**Recreational Uses** [Amended 10-21-2014 STM by Art. 9]								
(a)	Standard golf and par-3 golf courses	Y	Y	P	P	N	P	P	N
(b)	Golf driving ranges and miniature golf courses	P	N	P	P	N	P	P	N
(c)	Other recreational facilities conducted for gainful profit, including indoor and outdoor theaters, physical fitness centers, health clubs and indoor and outdoor tennis and racquetball facilities	P	N	N	P	P	Y	SP	SP
(d)	Massage parlors	N	N	N	N	N	N	N	N
(e)	Private membership clubs	P	P	P	Y	Y	Y	SP	N

Principal Uses		A	R-40	R-SE	NB	V	CB	IG	BEP
					Districts				
(f)	Picnic and beach areas	Y	P	P	Y	Y	Y	N	N
(g)	Riding stables and/or boarding, horse riding trails, and riding academies	P	P	P	N	N	P	N	N
(h)	Camp grounds	Y	P	P	P	N	P	N	N
(i)	Other private predominantly open recreational areas	Y	P	P	P	N	P	N	N
(j)	Public recreational facilities	P	P	P	P	P	P	N	N
(5)	**Business Uses** [Amended 5-21-2012 ATM by Art. 28; 5-16-2016 ATM by Art. 17; 5-16-2016 ATM by Art. 18; 5-15-2017 ATM by Art. 22; 5-21-2018 ATM by Art. 27; 10-15-2018 STM by Art. 11]								
(a)	Retail establishments serving the convenience goods needs of a local area, including but not limited to: grocery, delicatessen, baker, supermarket, drugstores and similar uses, having less than twenty thousand (20,000) square feet of gross building area	N	N	P	P	P	P	SP	N
(b)	Retail establishments serving the convenience goods needs of a local area, including but not limited to: grocery, delicatessen, baker, supermarket, drugstores and similar uses, having twenty thousand (20,000) square feet or more of gross building area	N	N	N	N	SP	P	SP	N
(c)	Auction galleries	P	P	Y	Y	P	Y	SP	N
(d)	Flea markets	P	P	Y	Y	N	Y	SP	N
(e)	Hotels or inns	N	N	N	P	P	P	SP	SP
(f)	Motel or motor courts	N	N	N	P	N	P	SP	N
(g)	Personal and consumer services establishments, including but not limited to: barber shops, shoe and leather repair, beauty shops, laundry or dry-cleaning establishments and laundromats	N	N	Y	Y	Y	Y	P	N
(h)	Fast-food restaurants	N	N	N	N	N	P	P	N
(i)	Restaurants	P	N	P	P	P	P	SP	N
(j)	Other eating and drinking establishments, most notably known as bars and grills	N	N	P	P	SP	Y	SP	N
(k)	Offices of licensed medical and dental practitioners limited to general outpatient care and diagnosis	N	N	P	P	P	Y	P	N

Principal Uses			Districts							
			A	R-40	R-SE	NB	V	CB	IG	BEP
(l)	Business, professional and general offices with less than twelve thousand (12,000) gross square feet of floor area per structure		N	N	Y	Y	P	Y	P	N
(m)	Business, professional and general offices with twelve thousand (12,000) or more gross square feet of floor area per structure		N	N	P	P	SP	P	P	P
(n)	Gasoline service stations		N	N	N	N	N	P	P	N
(o)	Fuel oil dealers and stations		N	N	N	N	N	P	P	N
(p)	Car-wash establishments		N	N	N	N	N	P	P	N
(q)	Banks		N	N	P	P	P	P	P	N
(r)	Services most notably known as "automatic teller machine" (ATM), whether freestanding or accessory		N	N	N	P	P	P	P	P
(s)	Funeral homes		P	P	P	P	N	Y	SP	N
(t)	Animal kennels or animal hospitals		P	N	P	P	N	P	Y	N
(u)	Schools (for profit)		N	N	P	P	P	Y	SP	N
(v)	Hospitals and clinics for in- and outpatient care (for profit)		P	P	P	P	N	P	SP	N
(w)	Storage trailers — units designed and used solely for storage not habitation; such trailers may be used as a nonconstruction site office		N	N	N	N	N	P	N	N
(x)	Adult entertainment establishments as per § **200-5.9** of this bylaw									
	[1]	Adult bookstore	N	N	N	N	N	N	SP[1]	N
	[2]	Adult motion-picture theater	N	N	N	N	N	N	SP[1]	N
	[3]	Adult paraphernalia	N	N	N	N	N	N	SP[1]	N
	[4]	Adult video store	N	N	N	N	N	N	SP[1]	N
	[5]	Adult live entertainment establishment	N	N	N	N	N	N	SP[1]	N
(y)	Commercial storage facilities		N	N	N	N	N	P	P	N
(z)	Marijuana establishments									
	[1]	Retail sale of marijuana and marijuana products and accessories	N	N	N	N	N	N	SP	N
	[2]	Independent testing laboratory	N	N	N	N	N	N	SP	N
	[3]	Marijuana product manufacturer	N	N	N	N	N	N	SP	N

Principal Uses			A	R-40	R-SE	NB	V	CB	IG	BEP
			Districts							
[4]	Marijuana cultivator - indoor		N	N	N	N	N	N	SP	N
[5]	Marijuana cultivator - outdoor		N	N	N	N	N	N	N	N
[6]	Marijuana social consumption establishment		N	N	N	N	N	N	N	N
[7]	Medical marijuana treatment center									
	[a]	Excluding retail dispensing	N	N	N	N	N	N	SP	N
	[b]	Including retail dispensing	N	N	N	N	N	N	SP	N
[8]	Third-party marijuana transporter		N	N	N	N	N	N	SP	N
(6)	**Communications, Transportation and Public Utility Uses** [Amended 10-18-2016 STM by Art. 14; 10-18-2016 STM by Art. 15; 10-16-2017 STM by Art. 12]									
(a)	Communications tower for federally licensed amateur radio operator, limited to seventy-five (75) feet in height, and requiring a minimum distance between the base of the tower and the property boundary line and/or any residential structure to be equal to the height of the tower, including any aerials or antennas that may be mounted on the tower		SP[3]	SP[3]	SP[3]	SP[3]	SP[3]	SP[3]	SP[3]	SP
(b)	Wireless communications facilities as per § 200-5.10 of this bylaw		SP[2]	SP[2]	SP[2]	SP[2]	N	SP[2]	SP[2]	SP
(c)	Bus or railroad passenger terminals		N	N	N	N	N	N	P	SP
(d)	Rail terminals, including rail freight yards or freight terminals		N	N	N	N	N	N	P	SP
(e)	Truck terminals, truck freight yards or freight terminals		N	N	N	N	N	N	P	SP
(f)	Commercial aircraft landing areas									
	[1]	Airport or aircraft landing area for fixed-wing flying craft	N	N	N	N	N	N	P	N
	[2]	Helicopter aircraft or gyroplane landing area	P	N	N	N	N	N	P	N
(g)	New automobile sales and/or new truck sales and/or rental establishments		N	N	P	N	N	P	P	N
(h)	Used automobile sales and/or used truck sales		N	N	P	N	N	P	P	N

Principal Uses		Districts							
		A	R-40	R-SE	NB	V	CB	IG	BEP
(i)	Independent storage areas or parking areas, automobile parking garages for five (5) or more automobiles	N	N	P	P	N	P	P	SP
(j)	Electric generating facilities with less than or equal to fifty (50) megawatts of power output	N	N	N	N	N	P	P	N
(k)	Electric generating facilities with more than fifty (50) megawatts of power output	N	N	N	N	N	N	N	N
(l)	Gas/Gasoline transmission facilities	N	N	N	N	N	P	P	P
(m)	Electric distribution stations or substations	P	P	P	P	N	P	P	P
(n)	Wind energy conversion systems	P	P	P	P	N	P	P	P
(o)	Taxi or limousine service and other vehicles for hire with drivers and having no more than three (3) vehicles and containing no more than nine (9) passengers in any one (1) vehicle	N	N	P	Y	P	Y	Y	N
(p)	Taxi or limousine service and other vehicles for hire with drivers and having four (4) or more vehicles and containing no more than nine (9) passengers in one (1) vehicle	N	N	N	N	N	P	P	N
(q)	Water storage tanks, for public water systems as defined by 310 CMR 22.02, provided that any portion of the structure shall not be less than one hundred (100) feet from any residential structure, and that the distance from the base at ground level of any tank to any property or street line be equal to the height of the tank. Neither the minimum lot size specified in § **200-3.2D** nor any other minimum lot size shall apply to such use.	Y	Y	Y	Y	P	Y	Y	Y
(r)	Water pump stations and appurtenances	Y	Y	Y	Y	Y	Y	Y	Y

Principal Uses		A	R-40	R-SE	NB	V	CB	IG	BEP
		Districts							
(s)	Natural gas distribution stations, substations, and piping, provided that any portion of the structure (not including dwelling service pipe) shall not be less than three hundred (300) feet from any residential structure and that the minimum lot size and setbacks shall not be less than required in § **200-3.2D**. A variance may be granted by the Zoning Board of Appeals. All gas storage tanks in such facilities shall be subsurface.	P	P	P	P	N	P	P	P
(t)	Large-scale ground-mounted solar photovoltaic installations	P	P	P	P	P	P	P	P
(u)	Sewer pump stations and appurtenances	Y	Y	Y	Y	Y	Y	Y	Y
(7)	**Industrial and Warehouse Uses** [Amended 5-21-2012 ATM by Art. 28]								
(a)	Light manufacturing establishments. Storage of goods or materials shall not be permitted on any lot except in an appropriate enclosure and also in compliance with § **200-4.1E** hereof.	N	N	P	N	N	N	P	P
(b)	Biotechnology	N	N	N	N	N	N	N	SP
(c)	Fiber-optics facilities	N	N	N	N	N	N	N	SP
(d)	Medical research and development	N	N	N	N	N	N	N	SP
(e)	The following research and development or office uses:								
[1]	Scientific or research laboratories	N	N	P	P	P	P	P	P
[2]	Offices for technical, executive, professional or administrative uses	N	N	P	P	P	P	P	P
(f)	Sawmills, lumber and building materials establishments	N	N	N	N	N	P	P	N
(g)	Automobile and/or truck repair garages	N	N	P	N	N	P	P	N
(h)	Scrap metal and other materials storage yards, including scrap automobiles and trucks	N	N	N	N	N	N	SP	N
(i)	Land and water recreation vehicle (including boats) sales and service and storage yards	N	N	P	N	N	P	P	N
(j)	Public storage areas or buildings such as those for road salt and sand and municipal vehicles	P	P	P	P	N	P	P	N

Principal Uses		Districts							
		A	R-40	R-SE	NB	V	CB	IG	BEP
(k)	Stone, sand and/or gravel processing operations	N	N	N	N	N	P	P	N
(l)	Hazardous waste disposal sites	N	N	N	N	N	N	N	N
(m)	Resource recovery plants	N	N	N	N	N	N	N	N
(8)	**Accessory Uses** [Amended 5-21-2012 ATM by Art. 28]								
(a)	Customary home occupations conducted as a gainful business, provided that all parking for such businesses shall be provided on the premises where the home occupations are conducted; and further provided that all products thereof are produced or sold on the premises. (See definition of "home occupation" in § **200-2.1**.)	Y	Y	Y	Y	Y	Y	Y	N
(b)	Accessory professional office in a dwelling conducted by the resident occupant, provided that all parking for such professional services shall be provided on the premises where the professional offices are located	Y	P	P	Y	Y	Y	Y	N
(c)	Accessory buildings such as a private garage, playhouse, greenhouse, tool shed and private swimming pool	Y	Y	Y	Y	Y	Y	Y	N
(d)	Trailers for office and storage use only during construction. The trailer for office/storage use shall not be used for habitation. These temporary on-site construction office/storage trailers may be located on the building site upon issuance of a building permit and must be removed within fourteen (14) days after an occupancy permit has been issued.	Y	Y	Y	Y	Y	Y	Y	Y
(e)	Food services as accessory use to serve employees of and visitors to principal use	P	P	P	P	P	P	P	P
(f)	Fitness centers as accessory use to serve employees of principal use	P	P	P	P	P	P	P	P
(g)	Personal and consumer services as accessory use to serve employees of principal use	N	N	N	N	N	N	N	P
(h)	Day-care center or any child-care facility including day care and family care as accessory use to serve employees of principal use	SP	SP	SP	SP	SP	SP	SP	SP

Principal Uses		Districts							
		A	R-40	R-SE	NB	V	CB	IG	BEP
(i)	Emergency power back up facility with less than or equal to thirty (30) megawatts of power output	P	P	P	P	P	P	P	P
(j)	Helicopter or gyroplane landing area as accessory use to serve business and/or industries in district	N	N	N	N	N	N	N	SP

NOTES:

1 Adult entertainment establishments are only allowed in locations identified in § **200-5.9** of this bylaw.

2 Wireless communication facilities are only allowed in locations identified in § 200-5.10 of this bylaw.

3 A federally licensed amateur radio operator may be allowed to construct a communications tower in this district, subject to a special permit issued by the Planning Board, upon application made by following the procedure in § **200-7.1H(2)** of the Charlton Zoning Bylaw. Criteria for granting said special permit shall be based solely on that which is allowed under MGL c. 40A, § 3.
[Amended 5-21-2012 ATM by Art. 28]

C. Special rules.

(1) Vehicle access to major residential developments shall be adequate to service the traffic that such developments will generate. Applicants for site plan approval and for special permits for such developments shall submit a traffic and engineering study showing the vehicle access conditions on Town of Charlton and private streets over which vehicles must travel, on the shortest route, to get to the development from a state highway. The study shall identify all conditions of road surface, curvature, grade, drainage, driver sight distance and roadway and pavement width on all such streets. The study shall also contain an evaluation by a professional engineer, registered in the State of Massachusetts, of the adequacy of the streets and access to handle the estimated vehicular traffic that will be generated with the development fully occupied.

(a) The Planning Board, in considering an application for site plan approval, and the Zoning Board of Appeals, in considering such an application for a special permit, may determine that such vehicle access to a major residential development is not adequate, and may use that determination as a reason to refuse to grant said site plan approval or special permit. In making its determinations, the Planning Board and Zoning Board of Appeals may seek the advice of other Town officials, such as the Superintendent of Highways, Fire Chief, and Police Chief, and may also seek advice from experts in traffic and roadway engineering.

(b) The Planning Board and Zoning Board of Appeals may make their approvals of site plans and special permits, respectively, contingent on the execution of the terms of written agreements, voluntarily entered into between the permit-issuing authority and applicants, that bind the applicants to remedy the substandard vehicle access conditions at their own expense. In addition to these provisions, all requirements of Charlton's Subdivision Regulations must be met in obtaining site plan approval and/or a special permit.[1]
[Amended 5-21-2012 ATM by Art. 28]
[1] *Editor's Note: See Ch. **210**, Subdivision of Land.*

(2) Business Enterprise Park and Industrial - General buffers. In Business Enterprise Park and Industrial - General Zoning Districts, a landscaped strip twenty (20) feet in width shall be created and maintained along the lot frontage on a road. In addition, a landscaped strip one hundred (100) feet in width shall be created and maintained along any lot boundary that abuts an R-40 or an Agricultural District, or an Historic District. The landscaping shall be of plant

materials that provide a year-round screening of the view of any industrial or commercial buildings or their appurtenances from the abutting residential zoning district or historic district. Passive uses, such as recreation, septic systems and wells shall be allowed within the buffer area, provided that the year-round screening is maintained; however, detention ponds are not allowed.

(3) Outside bulk storage, contractor's yards, disposal areas or areas of open storage related to manufacturing, processing, warehousing, wholesale trade or a public utility facility shall be screened from an adjacent residential use, a residential district, and street by a solid stockade fence at least six (6) feet in height or densely planted trees or shrubs at least six (6) feet or more in height, or be equivalently obscured by natural vegetation on a year-round basis. No more than fifty percent (50%) of a lot may be used for outdoor storage.
[Amended 5-21-2012 ATM by Art. 28]

(4) A home occupation shall not include the services of more than two (2) employees not resident on the premises.

(5) Uses customarily accessory to a residence shall include the occasional sale of used household goods, a motor vehicle, or a boat or trailer of a resident.

D. Intensity of Use Schedule.
[Amended 10-18-2016 STM by Art. 15; 10-16-2017 STM by Art. 12]

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width and Contiguous Street Frontage (feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)	Minimum Rear Yard (feet)	Maximum Building Coverage (% of lot)	Maximum Building Height (feet)
Agricultural A	60,000	175	30	15	30	25	36
Low Density Residential R-40	40,000[1]	150	30	15	15	30	36
Residential - Small Enterprise R-SE	40,000[1,3]	150	30	15	15	30[4]	36
Neighborhood Business NB	20,000[1]	100	40	15	15	30	36
Village V[(7)]	10,000[(8)]	75	10[(9)]	10	10	60[(10)]	36
Community Business CB	40,000[1]	150	40	15	15	30	36
Industrial - General IG	40,000	150	40	35[2]	35[2]	40	36
Business Enterprise Park BEP	80,000	260	50[5]	50[5]	50[5]	33	36[6]

NOTES:

1 An additional twenty thousand (20,000) square feet of contiguous land area is required for each dwelling unit beyond the first dwelling unit and fifty (50) feet of additional lot frontage plus twenty (20) feet for each dwelling unit beyond two (2). This requirement shall apply to two-family and multifamily dwellings, but shall not apply to accessory apartments.

2 Side and rear yards shall each be at least seventy (70) feet when abutting any residential or agricultural district.

NOTES:

[3] In an R-SE Zone, a twenty thousand (20,000) square foot lot requires a sewer connection. Without a sewer connection, the minimum lot size is forty thousand (40,0000 square feet.

[4] No building in an R-SE Zone may exceed twenty thousand (20,000) square feet in gross floor area.

[5] In Business Enterprise Park Districts, buildings shall be set back a minimum of fifty (50) feet from the front lot line. Parking lots shall be set back a minimum of twenty (20) feet from the front lot line, or a minimum of thirty (30) feet from the front lot line if the front lot line abuts a state-numbered route, and they shall not be located within the required side or rear yards, nor within the required buffer area.

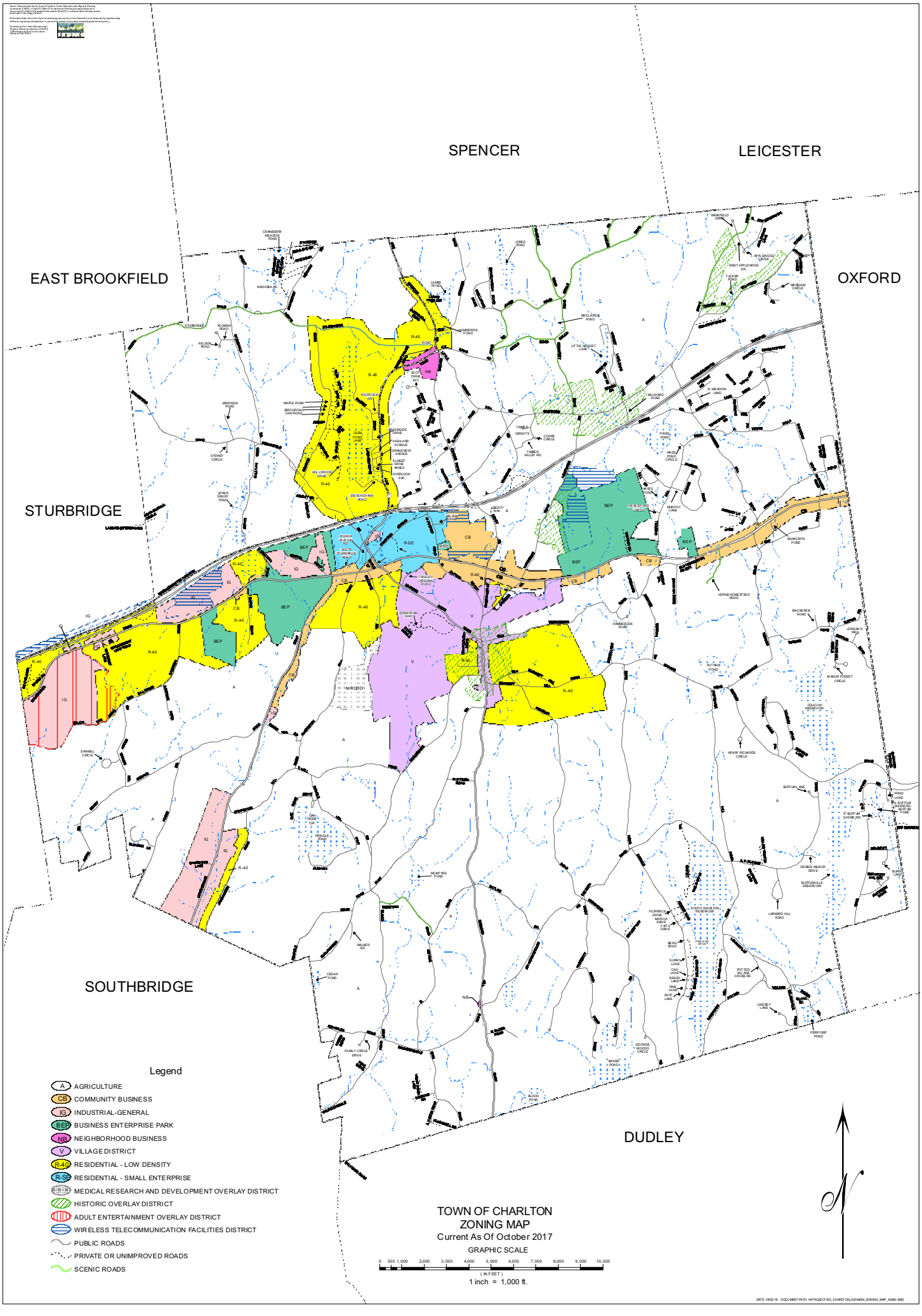
[6] To accomplish the purposes of the Village District, the Planning Board may authorize by special permit a reduction of front, side and rear setback standards for new or preexisting structures. The Board must find that the required setbacks would result in, or have resulted in, construction of structures that are not in keeping with the area's scale and character. The Board must further find that the relaxation of said standards will not interfere or negatively impact abutting properties, particularly property used or zoned for residential purposes.

[7] In Village Districts, the minimum lot size is ten thousand (10,000) square feet for lots served by the municipal sewer system and twenty thousand (20,000) square feet for lots without a sewer connection.

[8] In order to maintain a strong sense of streetscape, in the Village District there is also established a maximum front setback of twenty-five (250 feet.

[9] The maximum impervious coverage of the lot (buildings, parking, access drives, etc.) shall not exceed eighty percent (80%).

[10] Minimum performance standards as detailed in the Intensity of Use Schedule are hereby not applicable to water and sewer pump stations and appurtenances.


SPENCER
LEICESTER
EAST BROOKFIELD
OXFORD
STURBRIDGE
SOUTHBRIDGE
DUDLEY
Legend
A AGRICULTURE
CB COMMUNITY BUSINESS
IG INDUSTRIAL-GENERAL
BEP BUSINESS ENTERPRISE PARK
NB NEIGHBORHOOD BUSINESS
V VILLAGE DISTRICT
R-40 RESIDENTIAL - LOW DENSITY
R-SE RESIDENTIAL - SMALL ENTERPRISE
MEDICAL RESEARCH AND DEVELOPMENT OVERLAY DISTRICT
HISTORIC OVERLAY DISTRICT
ADULT ENTERTAINMENT OVERLAY DISTRICT
WIRELESS TELECOMMUNICATION FACILITIES DISTRICT
PUBLIC ROADS
PRIVATE OR UNIMPROVED ROADS
SCENIC ROADS
TOWN OF CHARLTON
ZONING MAP
Current As Of October 2017
GRAPHIC SCALE
0 500 1,000 2,000 3,000 4,000 5,000 6,000 7,000 8,000 9,000 10,000
(IN FEET)
1 inch = 1,000 ft.
N

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Daniel Glissman, (*insert name*) attest as an authorized representative of Four Score Holdings LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on June 3, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 27, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on May 23, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 23, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

Newspaper Notice

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY FOUR SCORE HOLDINGS LLC

Notice is hereby given that a Community Outreach Meeting for Four Score Holdings LLC's proposed Marijuana Establishment is scheduled for June 3, 2019 at 6:00pm at the Charlton Public Library, 40 Main Street, Charlton, MA 01507. The proposed Marijuana Retailer Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 144 Sturbridge Road, Charlton, MA 01507. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Four Score Holdings LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.
Four Score Holdings, LLC

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July 23, 2019 9:19 am (GMT +4:00)

VACATION RENTALS



DENNISPORT Updated 4 br 2 ba. From $1600. Central A/C. Walk to beach. 2 HD TV's. Living and family rooms. Deck has outdoor furniture, umbrella table and gas grill. Outdoor shower. George 508-785-5996 for pics and info.

HAMPTON BEACH, NH - 10 ISLAND PATH 2 min. walk to beach. Sleeps 5. Kit., AC, cable, Wi-Fi. Avail May-Sept. Seasonal rates available. $800/wk. 860-830-1669

Old Orchard Beach Maine 2 beach houses rented separately in same quite neighborhood. Four bedroom sleep 9 people and 4 bedroom sleeps 15 people (2 kitchens and 2 living rooms). 100 yards to the beach and short walk to the Pier (downtown area). Rented weekly in July and August. Discounted for 1st and 3rd week of July and 3rd and 4th week of August. Rented in June and Sept. for the weekends. Please call 508-450-7909

LEGAL NOTICES

INVITATION TO BID
AUBURN PUBLIC SCHOOL DISTRICT INVITES SEALED BIDS FOR THE FURNISHING AND DELIVERY OF A 14-PASSENGER MULTI-FUNCTION SCHOOL ACTIMTY BUS.

Bid Specification and Proposal forms will be available from May 27, 2019 through June 11, 2019 at: The Office of the Superintendent, Auburn Public Schools, 5 West Street, Auburn, MA 01501

All bids must be sealed and labeled "Multi-Function School Activity Bus Bid #017-MF-SABTP" and received in the Office of the Superintendent, no later than 10:00 am, Tuesday, June 11, 2019 at which time they will be publicly opened and read.

Bids received after the deadline will be returned unopened.
All inquiries or questions should be emailed to Cecelia Wirzbicki, Business Manager at cwirzbicki@auburn.k12.ma.us

Cecelia Wirzbicki, Business Manager
Auburn Public Schools

Publication dates May 27 and May 28, 2019

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY FOUR SCORE HOLDINGS LLC

Notice is hereby given that a Community Outreach Meeting for Four Score Holdings LLC's proposed Marijuana Establishment is scheduled for June 3, 2019 at 4:00pm at the Charlton Public Library, 40 Main Street, Charlton, MA 01507. The proposed Marijuana Retailer Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 144 Sturbridge Road, Charlton, MA 01507. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Four Score Holdings LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.
Four Score Holdings, LLC

TOWN OF PAXTON

REQUEST FOR QUALIFICATIONS

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR A NEW DEPARTMENT OF PUBLIC WORKS FACILITY

The Town of Paxton seeks Qualifications from qualified firms to provide consulting and engineering services for the preparation of design documents and construction administration services for a new Public Works Facility. Interested firms may obtain a copy of the Request for Qualifications by contacting Carol L. Riches, Town Administrator, 697 Pleasant Street, Paxton, MA 01612.

Qualifications are to be submitted to Carol L. Riches, Town Administrator, 697 Pleasant Street, Paxton, MA 01612, no later than 10am on June 27, 2019. Qualifications must be clearly marked on the outside "Request for Qualifications RFQ, Design and Construction Administration Services for a New Department of Public Works Facility"

Carol L. Riches
Town Administrator

LEGAL NOTICES

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Raymond G. Granger and Ruth C. Salonis to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for First National Bank of Arizona, dated March 20, 2006 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 38617, Page 340 (the "Mortgage") of which mortgage Wilmington Trust, National Association, not in its individual capacity, but solely as successor trustee to Citibank, N.A. as Trustee to Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-13 is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. to Aurora Loan Services LLC dated September 23, 2008 recorded in Worcester County (Worcester District Registry of Deeds in Book 43374, Page 387 and assignment from Aurora Loan Services LLC to Wilmington Trust, National Association, not in its individual capacity but solely as successor Trustee to Citibank, N.A., as Trustee to Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-13 dated December 12, 2016 recorded in Worcester County (Worcester District) Registry of Deeds in Book 56492, Page 203, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 198 Burncoat Street, Worcester, MA 01606 will be sold at a Public Auction at 12:00 PM on June 11, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land in Worcester on the westerly side of Burncoat Street being the northerly portion of land conveyed by Milton F. Moran et ux to Adele M. Brunnbark by deed dated September 26, 1950 and recorded with the Worcester District Registry of Deeds, Book 3287, Page 495 and further described as follows:

Beginning at a point on the westerly line of Burncoat Street at the southeast corner of land now or formerly of one Johnson at the northeast corner of the tract hereby conveyed, said point being eight hundred forty-three and twenty hundredths (843.20) feet in a generally northerly direction measured along the westerly line of Burncoat Street from an angle in said Burncoat Street opposite a WH number;

Thence N. 86 25' 40" W. one hundred twenty-two and sixty-three hundredths (122.63) feet by land now or formerly of said Johnson to a point.

Thence in a general southerly direction eighty and thirty-one hundredths (80.31) feet by land of said Morin et ux to a point seventy-six (76) feet northerly of the southwest corner of land conveyed to said Brunnbark;

Thence in a generally easterly direction one hundred twenty (120) feet by a line seventy-six (76) feet southerly from and parallel with the southerly bound of said land conveyed to said Brunnbark to the same being referred to as the northerly line of a proposed future street to said Burncoat Street;

Thence in a generally northerly direction one hundred five and fifty-five hundredths (105.55) feet by the westerly line of said Burncoat Street to the point of beginning.

Being the same premises conveyed to the mortgagors by deed recorded in Book 12973, Page 253.

For mortgagor's title see deed recorded with the Worcester County (Worcester District) Registry of Deeds in Book 12973, Page 253.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of $5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Wilmington Trust, National Association, not in its individual capacity but solely as successor trustee to Citibank, N.A. as Trustee to Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-13
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Granger, Raymond G., 16-027773
May 13, 20, 27, 2019

Webster Conservation Commission Public Hearing Notice

In accordance with M.G.L. Ch. 131, Sec. 40, as amended - The Wetlands Protection Act, a public hearing will be held on a Notice of Intent filed by Richard and Lana Parent for the construction of a garage and breezeway at 17 Wakefield Ave. in Webster, MA. The public hearing will be held on Monday, June 3, 2019 at approximately 5:30 p.m. in the Selectmen's Meeting Room at the Town Hall, 350 Main St., Webster MA. Any person interested in this application or wishing to be heard should appear at the time and place designated.

For the Webster Conservation Commission
Jason Pelchat, Conservation Agent
5/27/2019

LEGAL NOTICES

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Joseph V. Wackell** to Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean & Whitaker Mortgage Corp. dated November 26, 2007, recorded at the Worcester County (Worcester District) Registry of Deeds in Book 42133, Page 117; said mortgage was then assigned to Nationstar Mortgage LLC d/b/a Mr. Cooper by virtue of an assignment dated March 16, 2018, and recorded in Book 58630, Page 347; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 10:00 AM on **June 4, 2019**, on the mortgaged premises. This property has the address of 457 Pleasant Street, Leicester, MA 01524. The entire mortgaged premises, all and singular the premises as described in said mortgage. The land in said Leicester, on the easterly side of Pleasant Street being Lot 18 on a plan of "Dawn Acres", Leicester, Mass., dated December 22, 1952, drawn by John C. Lannan, C.E., bounded and described as follows: BEGINNING at the southwest corner of the lot to be conveyed, it being the northwest corner of Lot 17 on said plan and in the east side of said Pleasant Street; THENCE northerly by said east side of Pleasant Street, two hundred (100) feet, more or less, to the westerly corner of Lot 19 on said plan; THENCE S. 62° 12' E. by said Lot 19, one hundred fifty (150) feet; THENCE S. 39° 05' W., ninety-seven (97) feet to the northwest corner of the aforementioned Lot 17, the last two (2) courses by land now or formerly of Donald E. Smith; THENCE N. 61° 12' W. one hundred eighteen and five tenths (118.5) feet, more or less, to the east side of said Pleasant Street and to the place of beginning. Containing 10,933 square feet of land. Being the same premises conveyed to Joseph V. Wackell by deed of Keith A. Bridge, dated April 11, 2006, and recorded with the Worcester District Registry of Deeds, Book 38804, Page 330. Subject to and with the benefit of easements, reservations, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. **Terms of Sale**: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS ($10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915. Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within-described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: May 3, 2019 Nationstar Mortgage LLC d/b/a Mr. Cooper By its Attorney DOONAN, GRAVES & LONGORIA, LLC. 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 www.dgandl.com 53918 (WACKELL) 05/13/19, 05/20/19, 05/27/19

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Danny M. Hargrove and Lisa M. Hargrove to Option One Mortgage Corporation, dated November 21, 2003 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 32315, Page 254 (the "Mortgage") of which mortgage Wells Fargo Bank, N.A., as Trustee for SABR Trust 2004-OP1 Mortgage Pass-Through Certificates, Series 2004-OP1 is the present holder by assignment from Option One Mortgage Corporation" to Wells Fargo Bank, National Association as Trustee for SABR 2004-OP1 Mortgage Pass-Through Certificates, Series 2004-OP1 dated January 9, 2008 recorded in Worcester County (Worcester District) Registry of Deeds in Book 42354, Page 194 and confirmatory assignment from Sand Canyon Corporation f/k/a Option One Mortgage Corporation to Wells Fargo Bank, N.A., as Trustee for SABR Trust 2004-OP1 Mortgage Pass-Through Certificates, Series 2004-OP1 dated September 26, 2016 recorded in Worcester County (Worcester District) Registry of Deeds in Book 49806, Page 200, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 20 Westmoreland Drive a/k/a 20 Westmoreland Drive a/k/a 20 West Moreland Drive, Worcester, MA 01602 will be sold at a Public Auction at 2:00 PM on June 6, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land in Worcester, Worcester County, Massachusetts situated on the northerly side of Westmoreland Drive;

BEGINNING at a monument set at an angle in the northerly line of Westmoreland Drive;
THENCE N. 89 degrees 33' 40" W. by said street line, forty-five and fifty-seven hundredths (45.57) feet to a corner;
THENCE N. 0 degrees 26' 20" E. by land now or formerly of William C. Anderson, one hundred twenty-five and six hundredths (125.06) feet to a corner;
THENCE S. 89 degrees 33' 40" E. by land now or formerly of said Anderson, fifty-six and one hundredth (56.01) feet to a point;
THENCE S. 80 degrees 00' E. by land now or formerly of said Anderson, forty-four and eighty-eight hundredths (44.88) feet to a corner;
THENCE S. 10 degrees 00' W. by land now or formerly of said Anderson, one hundred twenty-five (125) feet to a corner;
THENCE N. 80 degrees 00' W. by line of Westmoreland Drive, thirty-four and forty-three hundredths (34.43) feet to the point of beginning.

For mortgagor's title see deed recorded with the Worcester County (Worcester District) Registry of Deeds in Book 21526, Page 324.

The property will be sold subject to the redemption rights of the United States Internal Revenue Service by virtue of the tax lien(s) recorded in Worcester County (Worcester District) Registry of Deeds in Book 47394, Page 1 and Book 56707, Page 293.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of $5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.
Wells Fargo Bank, N.A., as Trustee for SABR Trust 2004-OP1 Mortgage Pass-Through Certificates, Series 2004-OP1
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Hargrove, Danny M. and Lisa M., 10-000326
May 13, 20, 27, 2019

MARKETPLACE
Place an ad at www.anytimeads.com
• Services from $50.00
• Merchandise from $9.97
Call 508.793.9393 Fax 508.793.9308
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DOGS

Fullblood Polish Hunting Puppies for sale. Parents of puppies were brought to the USA from Poland. Registered at AKBA (American Rare Breed Association). There are 7 puppies left, 7 weeks old, and ready for a good home to live in. These dogs are best for people who love outdoor activities. If you would like to see what they look like and if your interested please call: 508-523-4810. You may also check our instagram #polish_hunting_dog

GOLDENDOODLE PUPPY Half golden, half poodle. Male $1050 860-779-3253

LABRADOODLE PUPS, BLACK OR YELLOW 1st shots, parents here, $700. Call 508-278-2122

WEST HIGHLAND White terrier ACA, Shots and Wormed, Male $900. 860-779-3253

INFORMATION

PRAYERS

PRAYER TO SAINT JUDE Pious righteous martyr and saint. Saint Jude, near Kinsman to Jesus Christ, thou has great power in Heaven. Thank you for your all-holy intercession on my behalf. Kenneth Mihem

ARTICLES FOR SALE

ANTIQUE ARMOIR
Llardo Mermaid and vanity
Call 508-951-0768 for information



Carolina Preception Kayak
• Inflatable seating system/Adjustable Foot braces/Two storage compartments/Red
Color/Size 13.5 Ft - $275
obo - Jan 508-943-0262

FREE 7 PIECE DINING ROOM SET. Beautiful 5 foot table w/2 leafs that opens to 8 feet. 4 High Back Cushion chairs and Hutch. Call 508-829-9097

Wayside Antiques Spring Sale ends on June 2. Last days to save 10 to 30% on Antiques, Collectibles, furniture and mid-century modern furniture. Wayside is located on rte 12 at the RR Underpass 1 Prospect St in W. Boylston. Like us on Facebook and follow us on instagram. Contact us at 508-835-4690 or at waysidestq@aol.com.

BUILDING/CONTRACTORS/ HOME REPAIR

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BUILDING/CONTRACTORS/ HOME REPAIR

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Cordwood seasoned hardwood cut and split. $225. Per cord, 128 cubic feet. 2 cord minimum. Call 508 366-7971

ELECTRICIANS

PAUL PALUMBO ELECTRIC Master Electrician #A11543 for all your Comm & Res needs. Veterans & SR Disc 508-865-3258 or 508-277-1529

Tangney Electric Co
Worcester MA
Master Electrician
Residential/Commercial
774-242-1081
StephenTangney@ymail.com

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Spring Clean-Ups, Mulch, Design, Mowing, Tree/Hedge Pruning, Bobcat Services, Masonry, Walkways/Patios, & More! All your landscaping needs. Free Estimate (508)868-9246.

MISCELLANEOUS

LOW COST SPAY / NEUTER Program at Clinton Veterinary Hospital. Ask For Canine/Feline Fix. 978-368-9047 clintonvet.com

WANTED

WANTED - CASH PAID - ANTIQUES, OLD RELIGIOUS ITEMS, OLD WATCHES & CLOCKS, OLD BOTTLES, JARS, CROCKS, JUGS & MARBLES, LOCAL SOUVENIRS, 1920S & OLDER PAPER ITEMS, LETTERS AND ENVELOPES. OLD PHOTOS, COSTUME & SILVER & GOLD JEWELRY, OLD KNIVES, TOKENS OR COINS, OLD SILVERPLATE AND STERLING FLATWARE, OLD TOYS, SIGNS & MILITARY ITEMS. I BUY MANY OTHER TYPES OF OLDER ITEMS, ONE PIECE OR AN ENTIRE ESTATE. PLEASE CALL MY CELL ANYTIME. 413-237-3751

RECORDS/COMICS/MAGAZINES BUYING! Lp Record Albums, Single 45's, Cd's, Reel Tapes, Video Games, Comic Books & Graphic Novels, Old Books & Magazines, Artwork, Posters, Toys, Baseball Cards, Watches, Musical Instruments - Dave 508-791-3634 dchartwell@hotmail.com

WANTED FREON R12. WE pay CASH! R12 R500 R11. Convenient. Certified professional www.refrigerantfinders.com 321-291-9169

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Self-service only. See details online.

DEAR ANNIE

How to stop unwelcome visit

Dear Annie: I have three grandchildren from my stepdaughter who live in another city. Their mom has said that she plans to come and visit with the kids this summer. One of the children has a lot of mental health issues. On a previous trip, "Sophie" stole several items worth quite a bit of money. When I mentioned this by phone on their drive back, my stepdaughter said she'd ask my grandchild. Needless to say, the child denied everything.

She also defaced a painting while visiting. I later found out that "Sophie" has stolen large sums of money from her father as well as from others. She has been violent and twice committed to a psych ward. This child is 13, and I have always suspected she could be violent. This was confirmed by the other grandmother.

I really don't want her to visit but don't know what to say to stop the visit. Help! — Wary Grandmother

Dear Grandmother: If you really want to stop the visit, then be clear and honest: "No, you are not allowed to stay with me." Setting boundaries with loved ones and not wanting to expose yourself to violence or theft is nothing to feel bad about. Just be direct and upfront right away and tell her mother that Sophie is not allowed to stay with you. That does not mean that you don't want to have contact with her. Make it clear that you love your grandchild, as I am sure you do, but that you don't want to expose yourself to so much risk.

I would also have a talk with her parents and make sure that Sophie is getting proper mental health care. It sounds like she is very troubled and that her mother might be in denial.

Dear Readers: This Memorial Day, I wanted to take the time to thank all the men and women who are serving in the U.S. armed services. You are truly a gift to our country.

Send your questions for Annie Lane to dearannie@creators.com.

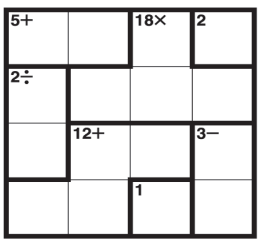
SUDOKU

7	5			1			2	6
2			4					3
		4		2		7		
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9		2		4		8		5
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Difficulty Level ★ 5/27

Sudoku is a number-placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the puzzle increases from Monday to Sunday.

KENKEN



KenKen is a number puzzle that involves a bit of logic and a bit of simple math.

Rules: Monday through Wednesday, each row and each column must contain the numbers 1 through 4 without repeating. Thursday through Sunday, each row and column must contain the numbers 1 through 6. The numbers within heavily outlined boxes, called cages, must combine using the given operation (in any order) to produce the target number in the top-left corner. Freebies: Fill in single-box cages with the number in the top-left corner.

Answers for Sudoku & KenKen appear on B7

BRIDGE

Q: How do you feel about opening one no-trump with SPADES 4-3, HEARTS A-J-9-7-2, DIAMONDS K-Q-6, CLUBS A-K-4? If you open one heart, you will hear partner respond one no-trump. What next?

A: This hand is inappropriate to open one no-trump, in that it is too strong, with a five-card major, and you also have a weak doubleton. Having opened one heart, I can see it might be right to rebid two clubs, but I think I'd prefer a simple raise to two no-trump and let partner decide what to do next.

Q: I play (low-level) bridge with other members of a retirement community averaging about 85 years of age. Vision problems there are fairly common. These are mostly mistakes in suit-symbol recognition. Do you have any suggestions to ameliorate these difficulties?

A: There are playing cards with four different-colored suits. Before I get into your concern, have you looked at them as a possible solution? Using black and red for the majors, with either orange/yellow or blue/green for the minors seems best to me. I looked online and saw many references: Search for "Copag four-color double deck."

Q: Recently I held: SPADES A-Q-9-3-2, HEARTS Q-9-3, DIAMONDS A-K-3-2, CLUBS 4. My partner responded one no-trump to my one spade, and the next hand butted in with two clubs. What should my double be here? Is this extra values, takeout or penalty? Or would you just bid two diamonds?

A: While there is no firm agreement on what a double means here, I like it to be takeout, and this hand would be ideal. With both majors, you might simply bid hearts instead of doubling. But the double keeps hearts in play, as well as the pass for penalties.

Q: Playing duplicate, declarer came down to four cards in dummy: two good spades and two honors, one of which was high and one that wasn't. When he claimed the rest, depending on the order he played the cards, I could get one or two of those tricks. What should the director rule here?

A: This is a tricky problem because declarer is put on notice of his error by your disputing the claim. Typically, a disputed trick is awarded to the nonclaiming side if the losing play was inferior but not irrational. Here, declarer seems to have thought all of dummy's cards were good. It would be inferior but not irrational to play the cards in the wrong order and give you two tricks rather than one. So two tricks it is.

HOROSCOPES

Happy Birthday: You'll have plenty of options, but not all will be equal. The trick will be to decipher what's best for you. Be leery of deals that sound too good to be true. Keep an open mind, but be practical. Use your intelligence to combat temptation. Balance and moderation will be your tickets to success. Your numbers are 5, 13, 21, 26, 32, 34, 48.

ARIES (March 21-April 19): Look for opportunities, but proceed with caution. Learn and explore the possibilities. Don't let criticism stop you from following through with your plans. Size up your situation, learn from how others react and make decisions based on truth and potential.

TAURUS (April 20-May 20): It's OK to change your mind or to do things differently. Update your image or make a point to learn something new. How you present what you know and who you are will make a difference to the way others perceive you.

GEMINI (May 21-June 20): Take your time, do your research and refuse to let your emotions take over. Emotional tactics should be thwarted before having a chance to take hold. Temptation is the enemy, and common sense your salvation.

CANCER (June 21-July 22): Take care of business. The less baggage you carry, the easier it will be to reach your destination. Personal change geared toward physical fitness, a healthier lifestyle and an image update will add to your overall appeal.

LEO (July 23-Aug. 22): Look over every detail before you decide to make a change that could be unsafe or premature. Expand your awareness, and consider the consequence of making a poor decision. Don't take an unnecessary risk that could lead to heartache or loss.

VIRGO (Aug. 23-Sept. 22): Mix things up a bit. Don't feel you have to stick to old ways of doing things if you come up with an idea, plan or more efficien3 stars

LIBRA (Sept. 23-Oct. 22): Observe and learn. Talk to people who have more experience or something to offer that will help you avoid making an unnecessary mistake. Having a clear vision when dealing with peers or someone competitive will help you avoid being manipulated.

SCORPIO (Oct. 23-Nov. 21): Look for a creative outlet or add pizzazz to a project you take on. Time spent with someone motivating or unique will encourage you to do things differently. A meeting should be set up to discuss plans. Romance is highlighted.

SAGITTARIUS (Nov. 22-Dec. 21): Truth, loyalty and integrity will all play roles in the outcome of a situation you face. Whether you are dealing with a friend, relative or lover, put your cards on the table. When in doubt, ask questions.

CAPRICORN (Dec. 22-Jan. 19): Initiate change. Put more thought into what will make your life easier and the changes that will encourage you to take on new and exciting pastimes. Experience will help you avoid making the same mistake twice.

AQUARIUS (Jan. 20-Feb. 18): Look at the possibilities and how you can prepare for the changes you want to implement at home or to the way you deal with work. Be aware of the toll stress is having on you physically, and make adjustments.

PISCES (Feb. 19-March 20): Creativity should be part of your day. Whether you spend time helping others or you plan something romantic, do so with finesse. Less thought and more action will help you reach your goal.

Birthday Baby: You are curious, innovative and a dreamer. You are opportunistic and generous.

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July 23, 2019 9:19 am (GMT +4:00)
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Attachment B

Municipal Notice

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY FOUR SCORE HOLDINGS LLC

Notice is hereby given that a Community Outreach Meeting for Four Score Holdings LLC's proposed Marijuana Establishment is scheduled for June 3, 2019 at 6:00pm at the Charlton Public Library, 40 Main Street, Charlton, MA 01507. The proposed Marijuana Retailer Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 144 Sturbridge Road, Charlton, MA 01507. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Four Score Holdings LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

TOWN CLERK
MAY 23 2019
CHARLTON MASS

RECEIVED
MAY 23 2019
BOARD OF SELECTMEN
CHARLTON, MASS

CHARLTON PLANNING BOARD
MAY 23 2019
CHARLTON MASS

Attachment C

Abutter Notice

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FOUR SCORE

Plan for Positive Impact

Four Score Holdings LLC (the "**Company**") is proposing a Marijuana Establishment to be located at 144 Sturbridge Road, Charlton, MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Southbridge, Spencer and certain census tracts in Worcester (specifically Census Tracts 7302, 7305, 7310.02, 7312.03, 7312.04, 7313, 7314, 7315, 7317, 7318, 7323.02, 7324, 7327 and 7330) are all designated areas of disproportionate impact and are located approximately 6.9, 8 and 24 miles (respectively) from the Company's headquarters in Charlton, MA. Collectively, Southbridge, Spencer and the specific census tracts in Worcester shall be referred to herein as the "**Target Areas**". Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the "**Positive Impact Plan**").

Goals:

The Company's goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, ***at least 25% of its employees*** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;

2. Contribute a minimum of ***forty (40) hours*** of volunteer time to charitable groups serving the Target Areas;

3. Contribute a minimum of **Ten Thousand and 00/100 Dollars ($10,000.00)** to charitable groups serving the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and

4. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least **twice** a year.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post ***monthly notices*** for at least ***three (3) months*** during the hiring process at the municipal offices of the Target Areas and in newspapers of general

circulation in the Target Areas, including but not limited to, ***the Worcester Telegram and Gazette***, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that it will meet its volunteering goals, the Company will encourage its employees to volunteer by providing work related incentives such as ***2-4 paid volunteer days*** with charitable groups serving the Target Areas, such as ***Project New Hope***.

   Project New Hope is a non-profit charity providing assistance for veterans and their families during and after military service. This charity is particularly important to the Company because the father of Matthew McGeorge, one of the owners of the Company was a clinical psychologist that specialized in PTSD. Mr. McGeorge developed treatment programs for Vietnam veterans that incorporated Cannabis use. Mr. McGeorge was a Keynote speaker at several national conferences and developed numerous programs for veterans. The Company believes that this organization positively affects areas that have been disproportionately impacted by the war on drugs because it is located in Worcester, MA and provides services to veterans and their families. The Company will also encourage its employees to volunteer and contribute as well by providing charity donation match programs, volunteer days and other incentives. The Company has contacted Project New Hope directly to confirm that they will accept donations from the Company. Attached hereto is a letter from Project New Hope's executive director confirming the same.

3. In an effort to ensure that it will meet its contribution goals, the Company has met with representatives from ***Project New Hope*** and confirmed their willingness to work with the Company. Please see the attached letter confirming the same.

4. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post ***monthly notices*** at least two months ***two (2) weeks*** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, ***the Worcester Telegram and Gazette***, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;

2. Identify the amount of volunteer support as well as the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from said charities about whether or not they serve the Target Areas or other areas of disproportionate impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request); and

3. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations and volunteers from the Company; (2) acknowledges and is aware, 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

Project New Hope INC.
Where Veterans Rebuild With Honor

70 JAMES STREET, SUITE 157 • WORCESTER, MA 01603 • 508-762-9738 • FAX 508-304-9245
WWW.PROJECTNEWHOPEMA.ORG

June 25, 2019

To Whom It May Concern:

This letter is to certify that Project New Hope, Inc. will accept monetary donations from Four Score Holding, LLC.

Respectfully,

William Moore, President/CEO

OPERATING AGREEMENT

OF

FOUR SCORE HOLDINGS LLC

Dated as of February 7, 2019

Table of Contents

ARTICLE I	DEFINITIONS	1
ARTICLE II	THE LIMITED LIABILITY COMPANY	6
ARTICLE III	MEMBERS	8
ARTICLE IV	MANAGEMENT OF THE COMPANY	9
ARTICLE V	CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT; PROFITS, LOSSES AND DISTRIBUTIONS	11
ARTICLE VI	ACCOUNTING REPORTS	15
ARTICLE VII	TRANSFERABILITY	16
ARTICLE VIII	BOOKS, ACCOUNTING AND TAX TREATMENT	21
ARTICLE IX	DISSOLUTION	22
ARTICLE X	EXCULPATION AND INDEMNIFICATION	23
ARTICLE XI	MISCELLANEOUS	25

OPERATING AGREEMENT

of

FOUR SCORE HOLDINGS LLC

THIS OPERATING AGREEMENT (this "Agreement") of Four Score Holdings LLC, a Massachusetts limited liability company (the "Company"), is made as of February 7, 2019, by and among the Company, the Persons identified on the signature page hereto as "Members" and each of the Persons identified on the signature page hereto as a "Manager" (and collectively, the "Board").

RECITALS

WHEREAS, the Company was formed as of February 7, 2019 as a limited liability company under the laws of the Commonwealth of Massachusetts in accordance with the provisions of the Massachusetts Limited Liability Company Act by the filing of a Certificate of Organization for the Company (the "Certificate") in the Office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Company, the Members and the Board wish to set out fully their respective rights, obligations and duties regarding the Company and its affairs, assets, liabilities and the conduct of its business; and

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge, the Company, the Members and the Board hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms used, and not otherwise defined, herein shall have the meanings set forth below:

"Act" shall mean the Massachusetts Limited Liability Company Act and any successor statute, as amended from time to time.

"Affiliate" shall mean, as to any Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Member or (iii) is a Family Member.

"Assumed Tax Rate" shall mean the highest effective marginal statutory combined federal, state, municipal and local income tax rate for any Fiscal Year prescribed for an individual residing in Boston, Massachusetts, taking into account the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income (but without taking into account any deductibility of state and local income taxes for federal income tax purposes).

"Agreement" shall have the meaning set forth in the Preamble.

"Board" shall have the meaning set forth in the introductory paragraph.

"Capital Account" shall have the meaning set forth in Section 5.1(b) hereof.

"Capital Contributions" shall have the meaning set forth in Section 3.1 hereof.

"Capital Event Proceeds" means: (a) the net amount of cash received by the Company from a Capital Transaction, after (i) the deduction of all associated fees, expenses and costs paid or payable by the Company, and (ii) such other reserves as the Board may establish in its discretion. Capital Event Proceeds shall include: (a) all principal and interest payments with respect to any note or other obligation received by the Company in connection with a Capital Transaction; and (b) amounts distributed to the Company as an owner of another entity to the extent that the amount distributed, in the hands of the distributing entity, is in the nature of Capital Event Proceeds. Amounts released from a reserve of Capital Event Proceeds shall be treated as Capital Event Proceeds.

"Capital Transaction" means: (i) any liquidation (as defined in Treasury Regulation 1.704-1(b)(2)(iv)(g) or as provided herein) or dissolution; of the Company; (ii) a merger, conversion into a corporation, consolidation or other combination of the Company with or into any Person; or (iii) a sale or other disposition of all or substantially all of the Company's assets in a single transaction or in a series of related transactions; (iv) any refinancing of the indebtedness secured by Company Property.

"Certificate" shall have the meaning set forth in the Recitals above.

"Claim" shall have the meaning set forth in Section 10.2.

"Class A Member" shall mean and refer to each Member holding any Class A Unit(s).

"Class A Unit" means the units of Class A interests as set forth on Exhibit A, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein, including, without limitation, such Member's interest in capital and profits.

"Class B Member" shall mean and refer to each Member holding any Class B Unit(s).

"Class B Unit" means the units of Class B interests as set forth on Exhibit A, as it may be amended from time to time, with no right to vote on a matter except as required by law, but with the other various rights and privileges set forth herein, including, without limitation, such Member's interest in capital and profits.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

"Company" has the meaning given that term in the opening paragraph.

"Company Property" shall mean and include all property owned by the Company, whether real or personal and tangible or intangible.

"Control" and "Controlling" means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

"Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Economic Interest" shall mean an interest in the Company's Profits, Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act arising from the transfer of Units (together with the appropriate portion of the transferor's Capital Contribution and Percentage Interest) which has not received any consent required hereunder, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Employee" means any individual performing services for the Company.

"Event of Withdrawal" shall mean (i) the bankruptcy or insolvency of any Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member's interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any entity which is a Member or (iii) the failure of any Member at any time to qualify as a party under all applicable law allowed to hold an interest in (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to Mass. General Laws Ch. 94I and its implementing regulations 935 CMR 501.000, et seq. as applicable; or (b) a Marijuana Establishment pursuant to Chapter 55 of the Acts of 2017, Mass. General Laws Ch. 94G, and its implementing regulations 935 CMR 500.000, et seq.

"Fair Market Value" shall mean, as of any date and as to any asset being transferred, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset, neither buyer nor seller being under any obligation to engage in such transaction, reflecting appropriate adjustments for lack of control, lack of marketability and the like.

"Family Member" shall mean and include a Member's spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Member or the spouse of such Person; and trusts for the benefit of each of the foregoing.

"Fiscal Year" shall have the meaning set forth in Section 2.9 hereof.

"Gross Asset Value" shall mean with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Board, provided, that if the contributing Member is a member of the Board, the determination of fair market value of a contributed asset shall be made by independent appraisal;

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross fair market values, as determined by the Board taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided, however, that the adjustments pursuant to clauses (A) and (B) above shall only be made if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board provided, that if the distributee is a member of the Board, the determination of fair market value of such distributed asset shall be made by independent appraisal; and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Board determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

"Majority of Members" shall mean, as of any date, as to any Class, the holders of the Units of the Class constituting a majority of all issued and outstanding Units of that Class. If any act requires the consent or approval of all Members, a "Majority of Members" shall mean the holders of a majority of the Class A Units.

"Member" shall have the meaning set forth in the Recitals. For the avoidance of doubt, "Member" shall mean and include all holders of any Units of Membership Interest and each Economic Interest Owner except that the Economic Interest Owner shall not have any rights to participate in the management of the Company, or the right to vote on, consent to or otherwise participate in any decision of the Members or the Board.

"Member Bankruptcy" shall have the meaning set forth in Section 9.5 hereof.

"Operating Proceeds" shall have the meaning set forth in Section 5.5 hereof.

"Percentage Interest" shall mean, with respect to any Member, as of any date, (i) if of a Class of Units, the ratio (expressed as a percentage) of such Member's Units of such Class on such date to the aggregate Units of that Class held by all Members on such date; and (ii) if of all Units, the ratio (expressed as a percentage) of all of such Member's Units on such date to the aggregate Units of all Members on such date. In the event that all or any portion of a Member's Units are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Units.

"Person" shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

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

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

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

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account

Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation";

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;

"Regulations" shall mean the rules and regulations promulgated by the Internal Revenue Service pursuant to the Code.

"Taxing Jurisdiction" shall have the meaning set forth in Section 5.4 hereof.

"Transfer" shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

"Transferee" shall mean and include any recipient of a Transfer pursuant to Article VII hereof.

"Units" and "Units of Membership Interests" shall represent the Members' interests in the Company's Profits and Losses, distributions of the Company's assets pursuant to this Operating Agreement and the Act, holder's Capital Contribution and Percentage Interest and all rights granted to Members to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Board. Units shall include Class A Units, Class B Units and any other Class of Units created hereunder.

"Withdrawing Member" shall have the meaning set forth in Section 7.5 hereof.

ARTICLE II
THE LIMITED LIABILITY COMPANY

2.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act, and the Certificate was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals in conformity with the Act.

2.2 Name. The business of the Company shall be carried on in the name of the Company with such variations and changes as the Board shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company's operations are conducted.

2.3 Registered Office; Registered Agent. The name and address of the Company's registered agent in the Commonwealth of Massachusetts is Prince Lobel Tye LLP, Attn: Daniel S. Glissman Esq., One International Place, Suite 3700, Boston, MA 02110.

2.4 Principal Place of Business. The principal place of business of the Company shall be at One International Place, Suite 3700, Boston, MA 02110 or such other location as the Board may select from time to time.

2.5 Business Purpose of the Company. The general character of the business of the Company shall be holding interest in other entities that engage in the cultivation, transportation and distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and engaging in all other lawful business that a limited liability company may conduct in accordance with the Act.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the Property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments, guarantees of wholly-owned subsidiaries and other arrangements as the Board may deem necessary or appropriate in connection with the management and operation of the Company including, without limitation, contracts, agreements and arrangements with vendors, consultants, advisers, accountants, attorneys and other service providers;

(c) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided that the terms and conditions of any such contract, agreement and/or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) to admit members and to accept capital contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up and routine transactional and maintenance expenses of the Company, including the creation, assumption or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs and expenses incurred in connection with the issuance and sale of Units to New Members; and

(g) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 Continuation. Subject to the provisions of Article IX, the Company shall have perpetual existence.

2.8 Fiscal Year. The fiscal year (the "Fiscal Year") of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year.

ARTICLE III
MEMBERS

3.1 Members. No Person may become a Member unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or Mass. General Laws Ch. 94I and their implementing regulations as applicable; and (b) any Final License(s) for a Marijuana Establishment pursuant to Ch. 55 of the Acts of 2017, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, et seq., each as applicable to the Company's business.

3.2 Roster. The Company shall maintain a roster of the Members and the number and Class of Units and amounts or other property contributed to the initial capital of the Company (the "Capital Contribution"), as well as all Additional Capital Contributions, of each.

3.3 Actions Requiring the Consent of Members. No Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member's status as a Member. All authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business is, and shall be vested in the Board except as otherwise set forth herein.

3.4 Meetings of Members. At any time and from time to time, the Board may, but shall not have any obligation to, call meetings of the Members. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority of the Members shall constitute quorum for all purposes at any such meeting. Each meeting shall be conducted by the Board or a designee of the Board. Each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on which such Member is entitled to consent or otherwise participate. Any proxy must be signed by the Member giving such proxy or by such Member's attorney-in-fact.

3.5 Liability of the Members.

(a) No Liability for Company Obligations. All 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 no Member shall have any obligation with respect to for any such debt, obligation or liability of the Company solely by reason of being the Member.

(b) Limitation on Liability. Except as otherwise expressly required by law, no Member shall have any liability in excess of: (i) the amount of its capital contribution to the Company, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to it.

3.6 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units of Membership Interest repurchased by the Company, (c) it is acquiring its Units of Membership Interest in the Company for investment only and not with a view to, or for resale in connection therewith, any distribution to the public or public offering thereof and (d) it understands that the Units of Membership Interests have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.7 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Board or (iii) as provided in the Certificate of Formation, as the same may be amended from time to time.

3.8 Admission of Members. New members shall be admitted to the Company only with the prior written consent of the Board.

ARTICLE IV
MANAGEMENT OF THE COMPANY

4.1 Management by the Board. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested solely in, and the powers of the Company shall be exercised by or under the authority sole of the Board, and the daily business and affairs of the Company shall be managed under the direction of, the Board. All services to be furnished by the Board may be delegated to and furnished by an officer or employee of the Board, an officer or employee of a Member of the Board, or any other Person or agent designated or retained by the Board. Decisions or actions taken by the Board in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company. In connection with the management of the business and affairs of the Company, without limiting the foregoing, the Board for and in the name of, and on behalf of Company, without any approval by or Consent of the Members, are hereby authorized:

(a) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of any Company asset;

(b) to borrow money from the Managers, the Members or third parties, to issue evidences of such indebtedness as is necessary, convenient or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on any Company asset;

(c) to borrow money from and for, and to guarantee the indebtedness of, wholly owned Affiliates, and to issue evidences of such indebtedness as is necessary, convenient or incidental to the

accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on any Company asset;

(d) to prepay in whole or in part, renew, refinance, recast, consolidate, increase, modify or extend any debt of Company, and in connection therewith to execute and record any documents relating thereto;

(e) to enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliates of, or otherwise affiliated with, any one or more of the Managers or Members, and to enter into agreements to employ any Member, Manager, or other Person to provide management or other goods and/or services to Company; *provided, that* any employment of such Member, Manager or Person is on terms not less favorable to Company than those offered by Persons who are not Affiliates of a Manager or Member for comparable good or services;

(f) to pay out of Company funds any and all fees and make any and all expenditures which the Board, in its sole discretion, deems necessary or appropriate in connection with the organization of Company, the management of the affairs of Company, and the carrying out of the Board's obligations and responsibilities under this Agreement and the Act;

(g) except as otherwise directed by the Tax Representative, as herein defined, with respect to those matters within the powers of the Tax Representative, to make and revoke any election permitted to Company by any taxing authority in such manner as the Board may decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of Company, unless the same are contested by the Tax Representative, which the Tax Representative is hereby expressly authorized to do; and

(h) except as otherwise provided herein, to engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of Company as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts (including, without limitation, the Act) and in each jurisdiction where Company has qualified or is doing business (including, without limitation, their respective limited liability company acts or analogs thereof).

For the avoidance of doubt, the Company may enter into any contract, agreement or arrangement (whether for the provision of services or otherwise) with any Affiliate of the Company or of any member of the Board provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party.

4.2 Board. The Company may have one or more persons serving as Managers from time to time. Initially, the Board shall mean the Managers initially signing below. A quorum shall consist of all Managers if there be 3 or less Managers, and otherwise a quorum shall be sixty-sixty percent (66%) of the Managers then on the Board. When a quorum is present, the Board shall act by majority vote. Meetings of the Board shall be held at such places and times and with such frequency as is determined by it. Any Manager may call a meeting of the Board upon not less than 6 hours advance notice, which notice may be given by electronic communication. Any meeting may be held in person, or by

telephonic or other electronic communication permitting all Managers to communicate simultaneously. Actions of the Board also may be taken by unanimous written consent. Accurate minutes of any meeting of the Board shall be maintained by the Manager selected at that Board meeting.

4.3 Removal or Replacement of the Board. Each Manager shall serve until such Manager: (A) dies, or resigns upon giving sixty (60) days written notice to the Members, or (B) is removed by the affirmative vote of the Members holding 80% of the Class A Units at a properly scheduled meeting of the Members. Any replacement(s) to fill the vacancy of any such Manager shall be appointed by (i) the then existing Board or (ii) if there is no Board then serving as such, by a Majority of Members.

4.4 Manager Has No Exclusive Duty to Company. The Manager(s) shall devote to the Company such time as it may deem necessary to manage the affairs of the Company. Each Manager may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, including but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage or development of ventures competitive with ventures owned by the Company and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Board nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.5 Bank Accounts; Company Books. The Board may from time to time open bank accounts in the name of the Company. In accordance with Section 2.6 hereof, the Board shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.6 Officers. The Board may appoint individuals as officers of the Company with such titles as the Board may select, including the titles of CEO, CFO, and COO, to act on behalf of the Company, with such power and authority as the Board may delegate to any such individual.

4.7 Elimination of Fiduciary Duties. The fiduciary duties of the Members to the Company and of the Board and the Officers to the Company and the Members are hereby eliminated except to the limited extent expressly provided in this Agreement or as required by law.

ARTICLE V
ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT; PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Additional Capital Contributions; Capital Account.

(a) Additional Capital Contributions. Initially, the Board is authorized to issue 6,000 Class A Units and 4,000 Class B Units. The Board may, from time to time, cause the Company to raise additional capital. In connection with any such capital-raising, the Board may cause the Company to issue and sell additional Class A or Class B Units, and additional Classes of Units in the Company which may be pari passu with, or senior in right to, any class of Units.

(b) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a "Capital Account") in accordance with the provisions of this Section 5.1:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3 hereof upon the dissolution and liquidation of the Company. The Board shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(c) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, that subject to the provisions at Section 15(d), the Company may borrow funds or enter into other similar financial accommodations with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Profits and Losses. Each item of income, gain, loss, deduction and credit (a "Tax Item") of the Company for federal income tax purposes shall be allocated among the Members in such manner and amount as shall accurately reflect (a) such Member's obligation, if any, to make future contributions to the Company, (b) such Member's right to receive distributions from the Company, and (c) such Member's economic risk of loss with respect to any liability of the Company.

It is the intention of the Members that the allocations pursuant to this Section 5.3(a) be made in such manner as will have substantial economic effect or otherwise be in accordance with the Members' interest in the Company in accordance with Treasury Regulations Section 1.704-l(b) and 1.704-2. Without limiting the foregoing, it is anticipated that all allocations of Tax Items among the Members will be allocated to the Members, in accordance with the provisions of such Regulations regarding "partner nonrecourse deductions," "nonrecourse deductions," limitations imposed on the deficit balance in a Member's capital account and 'qualified income offset," "partnership minimum gain," and "partner nonrecourse debt minimum gain," as such terms are defined in Regulation Sections I.704-2(i)(1), I.704-2(b)(1), 1.704-1(b)(2)(ii)(d), 1.704-2(b)(2) and 1.704-2(i)(2), respectively, are incorporated herein by reference, and shall apply to the Members (and any transferees) in such Member's capacity as a member of the Company for federal income purposes. The Members shall share excess nonrecourse liabilities, as such term is defined in Regulations Section 1.752-3(a)(3) pro rata to their unreturned Capital Contributions in respect of their Membership Interest. In the event of a distribution to the Members, the determination of whether such distribution is allocable to the proceeds of a nonrecourse liability shall be made under any reasonable method permitted pursuant to Regulation Section 1.704-2(h)(2) that is selected by the Managers.

(b) Alternative Allocations. It is the intent of the Members that each Member's distributive share of Profit or Losses (or item thereof) be determined and allocated consistently with the provisions of the Code, including, without limitation, Code Section 704(b) and Code Section 704(c). If in connection with the issuance of Units pursuant to the provisions of this Agreement, or for any other reason, the Board deem it necessary in order to comply with the Code, the Board may, and hereby are authorized, to allocate Profit or Losses (or items thereof) arising in any year differently than as provided for in this Article V if, and to the extent, that (i) allocating Profit or Losses (or item thereof) would cause the determinations and allocations of each Member's distributive share of Profit or Losses (or item thereof) not to be permitted by the Code or (ii) such allocation would be inconsistent with a Member's interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section 5.3(b) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement, and no further amendment of this Agreement or approval by any Member shall be required to effectuate such allocation. In making any such allocations under this Section 5.3(b) (the "New Allocations"), the Board are authorized to act in reliance upon advice of counsel to the Company or the Company's regular accountant that, in his or her opinion after examining the relevant provisions of the Code, the New Allocation is necessary in order to ensure that, in either the then-current year or in any preceding year, each Member's distributive share of Profit or Losses (or items thereof) are determined and allocated in accordance with the Code and the Member's interests in the Company. New Allocations made by the Board in reliance upon the advice of counsel or accountant as described above shall be deemed to be made in the best interests of the Company and all of the Members, and no Member shall have the right to make any claim or cause of action against the Company, any Manager, or any other Member as a result thereof.

5.4 Non-Federal Taxes.

(a) Elections. The Company may make any tax elections allowed under the tax laws of any state or other local jurisdiction having taxing jurisdiction over the Company ("Taxing Jurisdiction").

(b) Taxes of Taxing Jurisdictions. As determined by the Board, to the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, provided that if the Member was not entitled to such a distribution, without notice or demand the Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid and such amounts shall be also treated as such an advance distribution and be subject to repayment.

5.5 Distributions.

(a) Generally. Distributions of income from operations (the "Operating Proceeds") hereunder shall be made to the Members in accordance with Section 5.5(b) hereof at such time and in such amounts as may be determined by the Board. The Board shall have sole discretion to determine the amounts and time for any such distributions. In this regard, the Board may take into account such matters as the repayment of obligations to creditors and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company's business affairs. Distributions may be made in cash or in other property, as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board.

(i) Pro Rata Distributions. Subject to Section 5.5(d), all distributions of the Operating Proceeds shall be made to Members simultaneously in proportion to their Percentage Interests.

(b) Distributions of Capital Event Proceeds. Distributions of Capital Event Proceeds may be made to the Members, at such times and in such amounts as the Board may approve, and in cash or in other property as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board. Capital Event Proceeds shall be distributed to all Members simultaneously in proportion to their Percentage Interests.

(c) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement, to the extent funds are available, the Board shall make distributions to the Members from time to time with respect to any taxable year in an amount to pay when due any federal, state and local income taxes imposed on such Members, calculated using the Assumed Tax Rate, that is attributable to the cumulative taxable income allocated to the Members under this Agreement. Tax distributions pursuant to this Section 5.5(d) shall not be made with respect to the year in which the Company liquidates. Tax distributions made hereunder shall be treated as an advance on other distributions to which a Member is entitled in respect of such Member's Units, and shall therefore

reduce the amount of other distributions payable to that Member under this Agreement in respect thereof.

(d) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to the Member if such distribution would violate the Act or other applicable law.

5.6 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

5.7 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Board may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a "foreign person" within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within 30 days after such request, the Board may withhold and pay over to the IRS such portion of such Person's distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

5.8 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

ARTICLE VI
ACCOUNTING REPORTS

6.1 Accounting Period. The Company's accounting period shall be the calendar year.

6.2 Records, Audits and Reports. The Board shall maintain records and accounts of all operations and expenditures of the Company at the Company's principal place of business as set forth in Section 2.4 hereof. At a minimum, the Company shall keep at its principal place of business (and, at the request of a Member, shall deliver to such Member by electronic mail) the following records:

(a) A copy of the Certificate of Formation of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(b) Copies of the Company's federal, state, and local income tax returns and financial statements for the six most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Board.

(c) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

(d) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(e) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(f) Other writings, if any, prepared pursuant to a requirement in this Operating Agreement or prepared according to requirements of the Act.

ARTICLE VII
TRANSFERABILITY

7.1 Transfers Generally.

(a) No Member shall have the right to Transfer all or any of its Units except in accordance with this Article VII.

(b) In the event that Sections 7.2 - 7.6, below are satisfied, regarding either the sale of a Member's Units to a third party purchaser or the gift of an interest in the Company, as a condition to recognizing the effectiveness and binding nature of any such sale or gift as against the Company or otherwise, and substitution of a new Member, the Board may require the Transferring Member and the proposed Transferee to execute, acknowledge and deliver to the Board such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Board may deem necessary or desirable to:

(i) constitute such Transferee as a Member;

(ii) assure that the Transferee qualifies as a Member under Section 3.1;

(iii) confirm that the Transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member);

(iv) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(v) maintain the status of the Company as a partnership for federal tax purposes; and

(vi) assure compliance with any applicable state and federal laws including securities laws and regulations.

(c) Any Transfer of a Unit or admission of a Member in compliance with this Article VII shall be deemed effective as of the last day of the calendar month in which the Board consent thereto was given.

(d) The Transferring Member hereby indemnifies the Company, the Board and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VII.

7.2 Transferee Not Member in Absence of Consent of Board.

(a) Notwithstanding anything contained herein to the contrary, if the Board does/do not approve the proposed Transfer of any Unit to a Transferee which is not a Member immediately prior to such Transfer, then the proposed Transferee shall have no right to become a Member or otherwise to participate in the management of the business and affairs of the Company. No Transfer of a Member's Interest in the Company (including any transfer of the Economic Interest or any other Transfer which has not been approved by the Board shall be effective unless and until written notice (including the name and address of the proposed Transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any Transfer of a Transferring Member's Economic Interest in the Company which does not at the same time Transfer the balance of the rights associated with the Economic Interest transferred by such Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of $100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

7.3 Right of First Refusal Upon Sale of Units.

(a) In the event that any Class B Member (a "Selling Party") shall at any time desire to sell some or all of his Units to any Person then, in addition to other requirements and limitations set forth in this Agreement, such Selling Party shall first receive a bona fide written offer (the "Offer") from an offeror (the "Offeror") to purchase such Units. The Selling Party shall then give written notice (the "Offer Notice") to the other Members of his intention to so sell. The Offer Notice shall:

(i) include a copy of the Offer;

(ii) state the intention to Transfer the Units and the amount to be transferred (the "Offered Units");

(iii) state the name, business, and address of the Offeror; and

(iv) state the amount of the consideration and the other terms of the Offer.

(b) The non-Selling Members shall have an option to Purchase ("Purchase Option") Offered Units all, or any portion, of the Offered Units on the same terms and conditions as set forth in the Offer Notice.

(c) The Purchase Option granted in this Section must be exercised by non-Selling Members wishing to do so (the "Purchasers"), by notice given by each during the period ending fifteen (15) Business Days after the receipt by all the Members of the Offer Notice, stating the number of

Units the Purchaser wishes to purchase (the "Purchase Notice"). If the Purchasers desire to purchase more Units than are Offered Units, then the Purchasers shall be allocated such Units on a pro rata basis relative to the number of Units sought. To the extent that the non-Selling Members do not exercise their right to purchase all of the Offered Units in its entirety, then the Class A Members or their nominees shall each have the right to subscribe for and purchase all or any portion of the Offered Units not subject to the Purchase Notices, by notice given by each during the period ending twenty (20) Business Days after the receipt by all the Members of the Offer Notice. The Closing Date for all such Purchases shall be one hundred eighty (180) days after the date of the Offer Notice. If a Purchase Notice is not timely given, or if timely given, the Purchaser does not timely close the Purchase, it shall be deemed that the Purchase Option was rejected.

(d) If and to the extent that the non-Selling Members (including the Class A Members) do not exercise their right to purchase all of the Offered Units in their entirety, then the Selling Party shall then have the right to transfer that portion of the Offered Units which the non-Selling Members have not elected to purchase in accordance with the Offer Notice within a period no sooner than thirty (30) days but no later than sixty (60) days next following the expiration of the Purchase Option. In the event the Selling Party has not transferred the Offered Units during such period in accordance with the Offer Notice or the Board does not approve the transferee then any transfer shall be null and void, and the Offered Units will continue to be subject to this Agreement.

7.4 Right of First Refusal Upon Involuntary Withdrawal.

(a) In the event that any Member (a "Withdrawing Member") shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member ("Representatives") shall give written notice within ninety (90) days of the occurrence of such event (the "Withdrawal Notice") to the other Members of the withdrawal of the Withdrawing Member.

(b) For a period of ninety (90) days after the receipt by the Members of the Withdrawal Notice, the Class A Members shall have an option to purchase ("Option") all, but not less than all, of the Withdrawing Member's Units in the Company ("Abandoned Interest"), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) The Option granted in this Section to the Members must be exercised by notice within said ninety (90) day period. If and to the extent that the Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Economic Interest represented by the Abandoned Interest and right to request admission as a substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Member by operation of law, but subject, nevertheless, to the provisions of Section 7.1 hereof.

(d) The purchase price for the Abandoned Interest ("Abandoned Interest Purchase Price") shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Board. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Member. The cost of the appraisal shall be paid by the Company. The Abandoned Interest Purchase Price shall be paid in cash by wire transfer of immediately available funds or by certified or bank treasurer's check upon the transfer of the Abandoned Interest.

7.5 Permitted Transfers. Notwithstanding anything in the Agreement to the contrary, but subject to the requirements of Section 3.1 and 7.1(b), all transfers of Units or Economic Interests to a current Member, an Affiliate or to a Family Member can be undertaken without restriction. Notwithstanding anything in this Section 7.5 to the contrary, the Transferring Member shall maintain all voting rights attached to his Units during his lifetime in regard to any Transfer to an Affiliate or a Family Member.

7.6 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes, including pursuant to Section 7704 of the Internal Revenue Code of 1986, as amended.

7.7 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement and (ii) the transferee has been admitted as a Member of the Company and has fulfilled the terms and conditions of Section 7.1(b) of this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any payment to a Member or any trustee in bankruptcy in accordance with the terms of this Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of any purported assignment or transfer of such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

7.8 Tag Along Rights.

(a) Subject to the provisions of this Article VII, in the event that the holders of a majority of the Units desire to transfer all of their Units (the "Tag-Along Transferors") to any one or more Persons in a single transaction or series of related transactions, then the Tag-Along Transferors shall provide all other Members (the "Tag-Along Members") with written notice ("Transfer Notice") of their intention to transfer the Units, specifying in such Transfer Notice the identity of the proposed transferee, the number of Units to be transferred, the purchase price therefor (the "Purchase Price"), and the terms (the "Transfer Terms") of the proposed sale (the "Proposed Sale").

(b) Upon receipt of Transfer Notice, each Member that is not a Tag-Along Transferor, shall, for a period of twenty (20) days ("Tag-Along Exercise Period"), have the right and option ("Tag-Along Right") to sell to the proposed Transferee in the Proposed Sale at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, up to that number of Units owned by such Tag-Along Member as shall equal the product of (i) a fraction, the numerator of which is the number of Tag-Along Units and the denominator of which is the aggregate number of Units owned of record as of the date of the Tag-Along Notice by the Tag-Along Transferors, multiplied by (ii) the number of Units owned of record by such Tag-Along Member as of the date of the Tag-Along Notice. Such written notice shall state the aggregate number of Units that such Tag-Along Member proposes to include in such Transfer.

(c) If any Tag-Along Member exercises its rights pursuant to this Section 7.8, then Tag-Along Transferors will attempt to obtain from the proposed Transferee a commitment, for the benefit of each such Tag-Along Member, to purchase the number of Units that such Tag-Along Member

proposes to include in such Transfer pursuant to this Section 7.8. To the extent Tag-Along Transferors cannot obtain such a commitment from such proposed Transferee for each of the Tag-Along Members, the Tag-Along Transferors and Tag-Along Members shall reduce the number of Units being sold by the Tag-Along Transferors and Tag-Along Members such that each Tag-Along Transferor and each Tag-Along Member sells a number of Units as is determined by multiplying (i) a fraction, the numerator of which is equal to the number of Units that such Tag- Along Transferor or such Tag-Along Member, as the case may be, would have sold if Tag-Along Transferors had obtained such commitments from such proposed Transferee, and the denominator of which is equal to the total number of Units that would have been sold by all of such Tag-Along Transferors and all of such Tag-Along Members if Tag-Along Transferors had obtained such commitments from such proposed Transferee, multiplied by (ii) the total number of Units that such proposed Transferee is in fact acquiring from all Tag-Along Transferors and all Tag-Along Members. Anything in this Section to the contrary notwithstanding, each reduction shall be determined based on the amount to be distributed to each of the Tag-Along Transferors and each of the Tag-Along Members as if the proceeds were to constitute Capital Event Proceeds (with any non-cash consideration valued at its fair market value) and were to be distributed pursuant to Section 5.5 at the time of such Transfer.

(d) The closing of the Transfer of the Units with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 7.8 is subject to, and will take place concurrently with, the closing of the Transfer of the Units by Tag-Along Transferors to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Units shall deliver to the proposed Transferee, free and clear of all liens, the Units to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee (but giving effect to the distribution priorities set forth in Section 5.5 as if such sale were a Capital Transaction) in respect of such Units as described in the Tag-Along Notice.

(e) If any Tag-Along Transfer is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

7.9 Drag Along Rights.

(a) Following the expiration of the Tag-Along Exercise Period, the Tag-Along Transferors shall have a period of fifteen (15) days to elect by written notice to require all Members that did not exercise their Tag Along Right to participate in the proposed transaction (the "Drag-Along Right") at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, provided that the liability of any Member for any breach of representations or covenants shall be joint but not several for any Member holding less than 20% of all Units outstanding.

(b) No Member participating in a Proposed Sale ("Drag-Along Seller") pursuant to the exercise of Drag Along Rights of the Tag-Along Transferors shall be required to make any representations and warranties other than those related to authority, ownership and the ability to convey title to such Units, including, but not limited to, representations and warranties that (i) the Drag-Along Seller holds all right, title and interest in and to the Units such Drag-Along Seller purports to hold, free

and clear of all liens and encumbrances, (ii) the obligations of the Drag-Along Seller in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Drag-Along Seller have been duly executed by the Drag-Along Seller and delivered to the acquirer and are enforceable (subject to customary limitations) against the Drag-Along Seller in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Drag-Along Seller in connection with the transaction, nor the performance of the Drag-Along Seller's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Drag-Along Seller is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Drag-Along Seller;

(c) A Drag-Along Seller is not required to agree (unless such Drag-Along Seller is a Corporation officer or employee) to any restrictive covenant in connection with the Proposed Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale);

(d) A Drag-Along Seller is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation as well as breach by any member of any of identical representations, warranties and covenants provided by all Members);

(e) A Drag-Along Seller's liability shall be limited to such Drag-Along Seller applicable share (determined based on the respective proceeds payable to each Drag-Along Seller in connection with such Proposed Sale but that in no event exceeds the amount of consideration otherwise payable to such Drag-Along Seller in connection with the Proposed Sale, except with respect to claims related to fraud by such Drag-Along Seller, the liability for which need not be limited as to such Drag-Along Seller;

(f) Upon the consummation of the Proposed Sale (i) each holder of each class or series of the Units must receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units, and (ii) unless waived pursuant to the terms of this Agreement and as may be required by law, the aggregate consideration receivable by all holders of the Units shall be allocated among the holders of the Classes giving effect to the distribution priorities set forth in Section 5.5 as if such sale were a Capital Transaction).

(g) If any Proposed Sale is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

ARTICLE VIII
BOOKS, ACCOUNTING AND TAX TREATMENT

8.1 Books and Records; Accounting. The Board shall keep or cause to be kept at the address of the Company (or at such other place as the Board shall determine (in its sole discretion)) true and complete books and records regarding the status of the business and financial condition of the Company.

8.2 Financial Statements. The Company will send to all Members not more than 90 days after the end of each Fiscal Year an audited financial report including a balance sheet and statements of income, changes in Member's equity and changes in cash flows, prepared in accordance with accounting principles used to prepare the Company's federal income tax return and a statement for each Member of its Capital Account. In addition, within 60 days after the end of each calendar quarter the Company will provide its members with unaudited financial statements and other information.

8.3 Tax Treatment. The Members intend for the Company to be considered a partnership for Federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their shares of Company Profit and Losses for income tax purposes. The Board will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for Federal income tax purposes and will file or cause to be filed any elections that may be required (but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for Federal income tax purposes.

8.4 Tax Returns and Other Elections.

(a) Preparation and Filing. The Board shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the each Member as soon as practical after the end of the Company's fiscal year but in any event not more than 90 days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

(b) Tax Elections. *_____ is hereby authorized to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company, and to serve as the "Tax Representative" of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the Internal Revenue Service in his sole discretion, provided that he shall make any tax election requested by the remaining Members holding a Majority Interest if such election does not materially increase the tax obligations of any other Member.

ARTICLE IX
DISSOLUTION

9.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) the sale of all or substantially all of the assets of the Company;

(b) the unanimous determination by the Board to dissolve the Company; and

(c) the entry of a decree of judicial dissolution under Section 44 of the Act.

The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during and following any Member Bankruptcy.

9.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, the Board shall have the right to wind up the Company's affairs in accordance with Section 45 of the Act (and shall promptly do so upon dissolution of the Company in accordance with Section 43 or 44 of the Act) and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

9.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with their Percentage Interests.

9.4 Cancellation of Certificate. Upon the completion of the winding up of the Company and the distribution of the Company's assets, the Company shall be terminated and the Board shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

9.5 Member Resignation. Except in the case of a Transfer of its Units to a new Member in accordance herewith, a Member may not resign from the Company or otherwise disassociate itself from the Company without the consent of the Board.

ARTICLE X
EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of (i) the Board, (ii) the Members or (iii) any of their respective officers, directors, stockholders, partners, members, employees, representatives or agents, or (iii) any director, officer, employee, or representative, or any agent of the Company or any of its affiliates (each individually, an "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

10.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a "Claim"). An Indemnified Person

shall not be entitled to indemnification under this Section 10.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he will reimburse the Company for such fees, costs and expenses to the extent that it is determined that he was not entitled to indemnification under this Section 10.2.

10.3 Exclusions. The Company will not be liable to pay any Covered Loss or Covered Expense (an "Excluded Claim"):

(a) For which payment is actually made to or on behalf of the Indemnified Person under such Members' and Boards' liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance);

(b) For which the Indemnified Person is otherwise indemnified or reimbursed;

(c) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for breach of fiduciary duty by such person; or

(d) If a final judgment or other final adjudication determines that such payment is unlawful.

10.4 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any Members' and Boards' liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, any and all Covered Loss and Covered Expense payable as a result of such Proceeding in accordance with the terms of such policies.

10.5 Indemnification Procedures.

(a) Payments on account of the Company's indemnity against Covered Loss will be subject to the Company's first determining that the Covered Loss results from a claim which is not an Excluded Claim. Such a determination will be made by a majority vote of the Board not at the time parties to the Proceeding. The determination required by this Section 10.5(a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Covered Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person's Covered Expenses in advance of the final disposition of any Proceeding will be made within 20 days of the Indemnified Person's written request therefor. From time to time prior to the payment of Covered Expenses the Company may, but is not required to, determine (in accordance with Section 10.5(a) whether the Covered Expenses claimed

may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Covered Expenses may be delayed up to 60 days after the Indemnified Person's written request therefor, and if it is determined that the Covered Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

10.6 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article X for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent. The Company will not unreasonably withhold or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

10.7 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, vote of Members or of the disinterested Manager(s) or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

10.8 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 10.5.

(b) In the event that any action is instituted by the Indemnified Person under this Article X to enforce or interpret any of the terms of this Article X, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

10.9 Successors and Assigns. This Article X will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article X.

10.10 Amendment. No amendment of this Article X will be effective as to an Indemnified Person without such Indemnified Person's written consent.

10.11 Acceptance by Indemnified Person. This Article X will apply, and the benefits hereof will be available, to each Member and Manager(s), of the Company who by accepting a respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article X and to have agreed to abide by the terms contained herein.

ARTICLE XI
MISCELLANEOUS

11.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint the Board and any Person which becomes an additional or substituted Manager, and any of the foregoing acting alone, in each case with full power of substitution, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to make, execute, acknowledge, swear to, attest, seal, deliver, file, register, and record such documents and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or substituted Member or an additional or substituted Manager in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Board to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

11.2 Title to Company Property. All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

11.3 Amendments of the Agreement. Amendments to this Agreement may be made from time to time upon the approval of the Board and a Majority of Members, except that no amendment may reduce any class of Units' share of the Company's Profits, Losses or distributions without the consent of the adversely affected Members. However, the Board may amend this Agreement without the approval of the Members to (i) reflect changes validly made in the ownership of Units or Economic Interests and the Capital Contributions of the Member, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members and (v) make any other amendments that in the opinion of the Board may be necessary or advisable provided that such amendments do not adversely affect the Members in any material respect.

11.4 Successors, Counterparts. This Agreement (i) shall be a legal, valid and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

11.5 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the property of the Company.

11.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

11.7 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

11.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change or restrict the express provisions hereof.

11.9 Filings. Following the execution and delivery of this Agreement, the Board shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Board shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

11.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

11.11 Additional Documents. The Members agree to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.12 Notices. All notices, requests and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth in his, her or its Subscription for the Units or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 11.12 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 11.12.

11.13 Waivers. The failure of any party to seek redress for violation of or to insist upon strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.14 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.15 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution and delivery of this Agreement.

[Signatures are on the following pages]

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

William Francis Galvin
Secretary of the
Commonwealth

June 14, 2019

TO WHOM IT MAY CONCERN:

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

FOUR SCORE HOLDINGS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 6, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **KURT M. SMITH, DANIEL GLISSMAN, MICHAEL CURTIS, EAMONN O'KANE, NIALL MCMANUS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **KURT M. SMITH, DANIEL GLISSMAN, MICHAEL CURTIS, EAMONN O'KANE, NIALL MCMANUS**

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



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0531454848
Notice Date: June 11, 2019
Case ID: 0-000-457-567

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000036

ATTY. DANIEL GLISSMAN
FOUR SCORE HOLDINGS LLC
1 INTERNATIONAL PL STE 3700
BOSTON MA 02110-3214

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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: 001311831

1. The exact name of the limited liability company is: FOUR SCORE HOLDINGS LLC

2a. Location of its principal office:

No. and Street: ONE INTERNATIONAL PLACE
SUITE 3700
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

No. and Street: ONE INTERNATIONAL PLACE
SUITE 3700
City or Town: BOSTON State: MA Zip: 02110 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE TO ACQUIRE, OWN, MAINTAIN, DEVELOP, CONSTRUCT, REHABILITATE, RENOVATE, IMPROVE, FINANCE, MANAGE, OPERATE, LEASE, SELL, CONVEY, ASSIGN, MORTGAGE OR OTHERWISE DEAL WITH REAL ESTATE OR ANY IMPROVEMENTS THEREON, AND TO RENDER MANAGEMENT AND CONSULTING SERVICES AND FINANCING ASSISTANCE TO REGULATED ENTITIES, DIRECTLY OR INDIRECTLY THROUGH OTHER LIMITED LIABILITY COMPANIES, CORPORATIONS, JOINT VENTURES, AND GENERAL AND/OR LIMITED PARTNERSHIPS AND TO CARRY ON ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DANIEL GLISSMAN
No. and Street: ONE INTERNATIONAL PLACE
SUITE 3700
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

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

MANAGER	DANIEL GLISSMAN	1008 BENNINGTON STREET, UNIT 3B BOSTON, MA 02128 USA
MANAGER	KURT M. SMITH	39 LUCHON ROAD WILLINGTON, CT 06279 USA
MANAGER	TIM ST. GERMAIN	2 CLOCKEDILE DRIVE OXFORD, MA 01540 USA
MANAGER	MATTHEW MCGEORGE	18 DEDFORD STREET EAST GRENWICH, RI 02818 USA

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of February, 2018,
DANIEL GLISSMAN

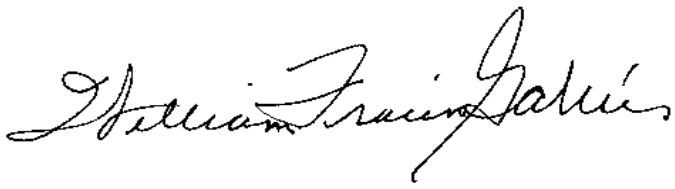
(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

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

February 06, 2018 04:53 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001311831

The date of filing of the original certificate of organization: 2/6/2018

1.a. Exact name of the limited liability company: FOUR SCORE HOLDINGS LLC

1.b. The exact name of the limited liability company *as amended*, is: FOUR SCORE HOLDINGS LLC

2a. Location of its principal office:
No. and Street: 144 STURBRIDGE ROAD
City or Town: CHARLTON State: MA Zip: 01507 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: DANIEL GLISSMAN
No. and Street: ONE INTERNATIONAL PLACE
SUITE 3700
City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KURT M. SMITH	39 LUCHON ROAD WILLINGTON, CT 06279 USA
MANAGER	DANIEL GLISSMAN	1008 BENNINGTON STREET, UNIT 3B BOSTON, MA 02128 USA
MANAGER	MICHAEL CURTIS	75 HENNEQUIN ROAD COLUMBIA, CT 06273 USA
MANAGER	EAMONN O'KANE	10 W. ROCKLAND FARM DARTMOUTH, MA 02748 USA
MANAGER	NIALL MCMANUS	125 NEW BALCH STREET BEVERLY, MA 01915 USA

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

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

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

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

9. Additional matters:

10. State the amendments to the certificate:
DELETION OF TWO MANAGERS AND ADDITION OF THREE NEW MANAGERS.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

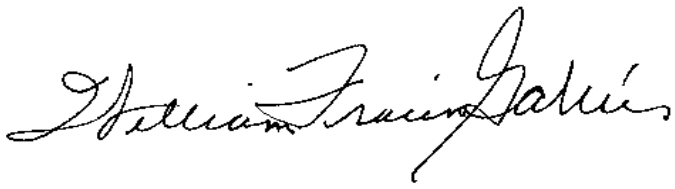
SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of June, 2019,
MICHAEL CURTIS **, Signature of Authorized Signatory.**

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THE COMMONWEALTH OF MASSACHUSETTS

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

June 13, 2019 02:11 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office
(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: FOUR SCORE HOLDINGS LLC

Current resident agent name: DANIEL GLISSMAN

Current resident agent office address: ONE INTERNATIONAL PLACE SUITE 3700 , BOSTON , MA 02110

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:
(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: TIM ST. GERMAIN
No. and Street: 2 CLOCKDILE DRIVE
City or Town: OXFORD State: MA Zip: 01540 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:
I, TIM ST. GERMAIN , consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

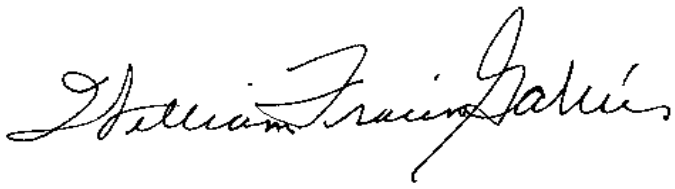
SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of June, 2019,
JEFFREY WADOVICK **, Signature of Authorized Signatory.**

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THE COMMONWEALTH OF MASSACHUSETTS

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

June 13, 2019 02:00 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Four Score, LLC
Business Plan
Executive Summary
June 2019

Company Vision

Four Score Holdings, LLC (Four Score) is a vertically integrated cultivation, manufacturing and retail cannabis related business (CRB) headquartered at 144 Sturbridge Road, Charlton, Massachusetts. Four Score strives to develop a growing market share of the burgeoning cannabis industry market in the state of Massachusetts. Massachusetts authorized both medical and recreational use of cannabis and it is early enough in the process that high-quality operators with superior products can make an impact in this new, underserved market. Four Score will provide customers with a highly reliable, sustainably generated product while maximizing profit and return for its investors.

Four Score will develop this facility with the utmost care in all aspects of operational efficiency, energy and environmental management. We are proposing a series of high-efficiency 'roll-outs' which will set us apart from other CRBs. We will maintain a lower energy profile (kWh per pound produced) basis than other indoor CRBs in the state of Massachusetts. We will use these savings in operating cost, combined with the expertise of its members to produce a facility that is second-to-none in potential profit roll-out to the partners and investors of Four Score.

Executive Summary

Four Score Holdings, LLC (Four Score) is a Massachusetts-based cannabis related business (CRB) which strives to provide the highest quality cannabis to the growing Massachusetts adult consumer market. We are creating a vertically integrated grow, manufacturing, and retail establishment at 144 Sturbridge Road in Charlton, Massachusetts. It will serve the high volume of traffic which passes by the locale and to strategically place ourselves adjacent to one of the largest tourist draws in the state of Massachusetts (Tree House Brewing Company), perhaps the world's largest destination craft brewhouse, is located across the street from Four Score). Massachusetts legalized adult-use (recreational) cannabis in 2016. The first dispensaries in the state opened in late 2018 and thus, our timing is perfect. We are early enough in the game that we will have the potential to make a significant impact in the Massachusetts and other state markets.

The Massachusetts market is projected to expand to over $1 billion dollars by 2023 and our facility, which is projected to open in 2020, will fit perfectly inside of this newly created market. A group of active member / partners, all of which are active in the company and the cannabis industry, leads Four Score. Each of our partners is a subject matter expert, bringing expertise to

Four Score that varies from architecture and engineering design to construction and operations. This team delivers of the disciplines related to a successful operation covered by partner/experts. These partners have funded Four Score to date by infusion of cash or in-kind services.

We are seeking funding for the build-out of the Four Score facility in Charlton, Massachusetts. Four Score is seeking 8 million dollars to develop the facility. This request is reflective in our innovative financial approach to leasing equipment thus, avoiding capital and developing distributions for the leasing party. Additionally, we have every intent to pursue two additional retail operations located in Massachusetts. Our projected revenues are reflected in the following pages exceeding $20 million dollars annually with significant gross and debt margins.

Lastly, the investment is to be used to develop the highest quality and most efficient cultivation facility in the market today. We envision the following for use of proceeds.

1. Capital equipment (lighting, racking, etc.): $6 million dollars.
2. Pre-startup Management, sales and marketing: $1 million dollars.
3. Working capital: $1 million dollars

It is envisioned that additional funds will be required for the two additional retail facilities and preferentially will be given to first-in investors.

Background & Management

Founded in 2017 by a team with extensive entrepreneurial and cannabis industry experience, the Four Score facility has been in development, in earnest, since early 2018. The following industry experts lead the team. These are:

1. Mr. Kurt Smith – Mr. Smith is perhaps the most sought after facility design professional in the Eastern US. His reputation and renown are remarkable and he has ongoing project work in at least 10 states. His project work typically spans the range of development to retail sale and growing. Mr. Smith is a business development specialist with a remarkable level of expertise in 'all thing's commercial cannabis'.

2. Daniel Glissman, Esq. – Attorney Glissman is a land development attorney who has become specialized in the cannabis industry. Using his site development practice, he has 'pivoted' into the cannabis industry where he has become a highly sought-after and successful cannabis attorney. Attorney Glissman is corporate counsel and a member of Four Score.

3. Matthew McGeorge – Mr. McGeorge leads McGeorge Architecture Interiors, a 15-person architectural firm, located in East Greenwich, Rhode Island. His work touches a number of disciplines, but specializes and focuses in the cannabis industry and facility development. He has become highly specialized in complex cultivation and manufacturing concepts and

constructional concerns as it relates to grow facilities. He maintains a multitude of clients developing CRB's.

4. Dr. Michael Curtis – Dr. Curtis is a serial entrepreneur who formerly headed up a 350-person engineering and construction company, Fuss & O'Neill (Manchester, CT). At its peak, this firm had a topline revenue value of $60 million dollars. Many of the engineers he hired during that timeframe are currently subject matter experts in the cannabis industry today; including two individuals on the Four Score team. Dr. Curtis has extensive experience in process consulting and energy matters as it relates to large energy use and reductions.

5. Mr. Timothy St. Germain – Mr. St. Germain is a senior partner at Fuss & O'Neill Engineers and has worked with Dr. Curtis for nearly twenty-five years. He heads a talented Mechanical, Electrical and Plumbing design group at Fuss & O'Neill. His work involves some of the most sensitive industry-related projects undertaken in the region. His design management skills are renowned and he is currently very active on numerous regional and national cannabis related projects on time and on budget.

6. Mr. Eamonn O'Kane – Mr. O'Kane heads up Valiant Construction. Like all other members, he is immersed in cannabis related projects and is currently active in close to $100 million dollars in facility construction. Mr. O'Kane leads a team of 250 (plus) professionals at Valiant and, like others, is highly sought-after in the industry and region.

7. Mr. Niall McManus – Mr. McManus is the Vice President of Valiant Construction. He and Valiant are constructing numerous CRB's in the northeast and elsewhere. His work is renowned and reflects the expertise of the firm in the construction industry.

Collectively, the team has 'authored' more than 1 million square feet of grow, manufacturing and retail space over the past 4 years. Four Score's Board of Directors has included Mr. O'Kane, Attorney Glissman and Dr. Curtis but will be expanded to 5 members. The collaborative expertise of all 7 members show its broad diversity, high level of expertise and numerous other 'strengths' in the market.

Business Environment

As detailed, adult – use cannabis was decriminalized and legalized in the state of Massachusetts. While it took 12 (plus) months for the regulations to become developed, reviewed and published, the industry momentum at this point is sizable. As of June 2019, there are approximately 10 dispensaries open and numerous grow facilities in the mist of licensing and permitting. Four Score wants to enter this arena with a roll-out that is unparalleled in technical specifics, including advanced engineering and sustainable design.

While the cannabis industry has been slow to start, primarily because of government regulatory process and approvals, it is destined by 2023 (likely 2024) to be a $1-billion-dollar industry in Massachusetts. Additionally, other New England states are slowly approving adult-use cannabis. The state of Maine recently voted to approve retail sales of recreational cannabis and Connecticut may join this group of states in the 2020 legislative session. Rhode Island will approve in 2020-2021 and Vermont has decriminalized the individual growing and ownership of certain levels of marijuana.

The fact that cannabis is not yet federally 'legal' represents both a risk factor and an opportunity for potential investors. The risk factor is that the federal government could (albeit with very low percentage opportunity) close the cannabis market in states where it is adult-use legal. This is seen as a very unlikely outcome and what is foreseen is the eventual (within 10 years) legalization of cannabis on a nationwide basis. At that point, the business environment changes dramatically as described below.

In the interim, the cannabis market is increasingly legalized with the states' intent that local entrepreneurs will start businesses and potentially prosper inside individual states. Two specific examples are the state of Maine where local entrepreneurs will be the only groups allowed licenses and the state of Massachusetts where tremendous kickback is seen based upon national groups investing in these facilities. National legalization of cannabis will result in large banks and large entertainment/spirit/tobacco companies (among others) entering the market. This will change the opportunity for individuals who wish to develop facilities, but National/International concerns will likely buy out existent high-end facilities – at a premium. This could result in a highly profitable exit may result if national legalization of adult-use cannabis occurs.

In the interim, the growth of the local retail market is hindered only by regulatory delays encountered and 'unsureness' of new entrepreneurs to the industry seeking funding.

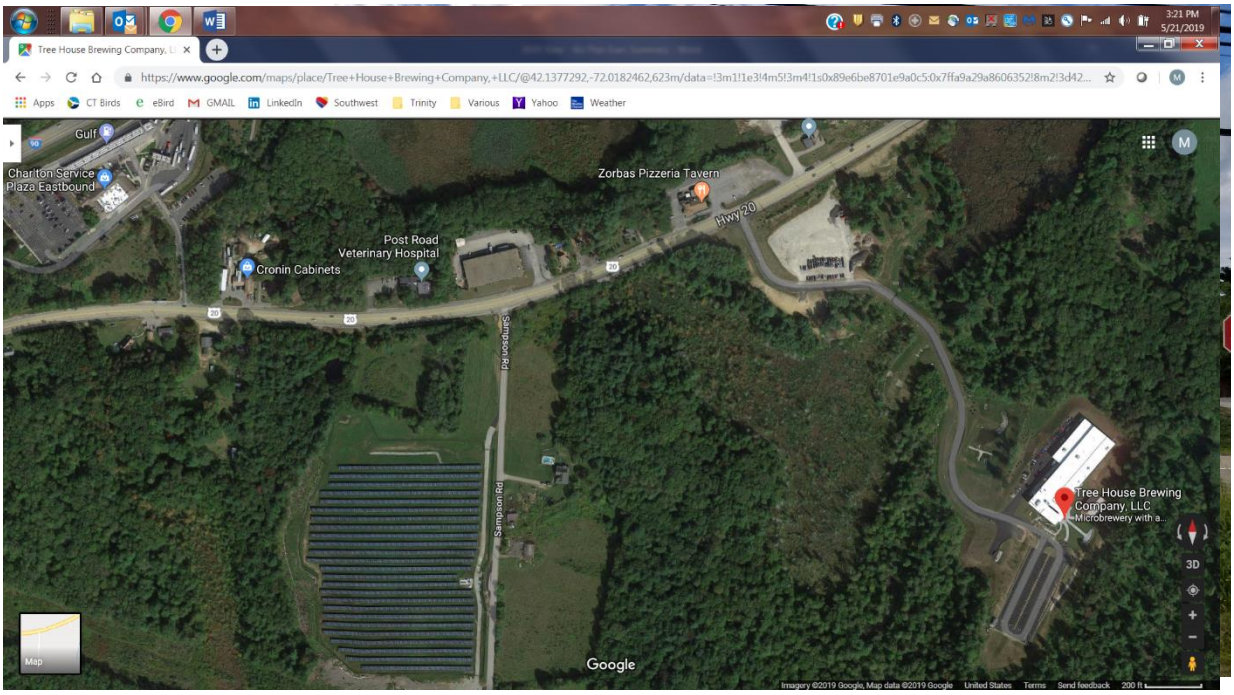
Four Score Project & the Facility

As described, Four Score plans to build up the highest capacity grow facility possible to be located at 144 Sturbridge Road, Charlton, Massachusetts. This vertically integrated facility will include cultivation, manufacturing and retail and is located across MA Route 20 from Tree House Brewing (Tree House). Tree House is a celebrated destination brewhouse. Their draw exceeds 85,000 people per month. The atmosphere at Tree House is such that the culture of the craft brew community is synergistic with the legal cannabis generation and it is believed that a tremendous shared clientele will develop between Tree House which is about to increase in size and Four Score. If a small fraction of the individuals who spend time at Tree House stop on their way back to the highway at Four Score, the venue will be a complete success.

Also, one of the reasons Tree House is such a 'draw' will also benefit Four Score. The two facilities are approximately 2 miles from the intersection of Interstates 84 and 90. Interstate 84

is one of the most heavily traveled highways in the northeast and represents a main corridor between Boston (New England) and New York. It is estimated that nearly 150,000 cars pass daily at peak traffic periods (https://www.kurumi.com/roads/ct/i84.html).

The facility is a 20,000 square foot cinderblock and steel construction building, well maintained and owned by Charlbridge Realty. Its 20-foot ceilings allow tiered racking to be put in place and in essence, double and resultantly increase the size of the grow.



Certain upgrades to the facility will be required at construction. This will include ~~a~~ tie-in to the municipal water and an upgrade to the electrical service (currently at 400 amps). A preliminary hypothetical layout of the site is shown following this section. There are more than forty parking spaces at the facility, a small add-on to the facility will be created which will house electrical generation, and HVAC chilled water equipment, making it an easily accessible utility room for ease of service in years to come.

Not shown on the layout is the gas source consisting of bottled propane or compressed natural gas. The design specifics of the combined heat and power unit might allow either gas but a solid fixture will be placed with no variation in gas upon completion of design and commencement of construction.

Four Score Technology

Four Score plans to implement state-of-the-art equipment and delivery of cannabis to the marketplace. This will tentatively include:

1. State of the Art combined-heat-and-power (CHP) units and chiller,
2. Custom LED lighting,

3. Innovative air handling equipment for climate control,
4. Archive style racking,
5. Automated fertigation system

This detailed list above represents approximately 60% of the projected facility capital budget. It is important to note that Four Score will obtain much of this equipment at or near 'cost'.



Additionally, we have negotiated preliminary financial contracts with key vendors. Financial packages will potentially bring this equipment on a leased basis, requiring less capital. In exchange for these considerations, we are offering these manufacturers limited access to the facility as a potential sales venue.

Hypothetically, if a sales representative from a strategic vendor wished to visit the facility with a potential client that could occur. He/she could visit the site with sufficient advance notice and during non-critical times. This represents a capital-savings opportunity for Four Score and a key sales venue opportunity for manufacturers.

Leveraging these financial advancements in hand and realizing the advantage of the high-end technology, we are able to produce more cannabis per square foot than other indoor facility in the northeast. With an expert roster of cultivators, we will produce a quality of cannabis which will be renowned throughout the region and we envision success in the near term with subsequent growth to new states.

Four Score Opportunity

Four Score is seeking 8 million dollars to fit out the integrated grow-manufacturing-retail facility in Charlton, Massachusetts. It reflects our ability to obtain financing from a number of key vendor / products manufacturers. The cannabis industry will expand in the state of Massachusetts from approximately $50 million dollars today to over $1 billion dollars in 2023. We wish to be in place and operational in 2020 and be able to realize the benefits of that growth. Cannabis has become a commodity nationwide and while the price will still be high, the prices will drop from their current high levels of approximately $6,000 for retail pound. At

that point, certain facilities will fail and there may be investment opportunities with Four Score to expand ownership in Massachusetts.

Additionally, Four Score is poised to expand into the state of Connecticut (the home state for several LLC members) and the state of Rhode Island (if politics allow) when this opportunity is legally available to us.

Exit

As envisioned, exit, if pursued, will be accomplished either by buyout from a private individual or a corporation (given potential national legalization of cannabis). A recent (2018) comparable sale in the state of Massachusetts for a 30,000-foot grow, at three retail outlets netted $50 million dollars. This would allow a potential investor to more than double his investment over a short period of time. Regardless, annual distributions, prorated by LLC membership, should result in a year-to-year distribution of more than $10 M.

In conclusion, we offer an investor the opportunity to join industry experts in pursuit of an admirable cannabis related business, specializing in only the highest–end product being brought to market. This individual would have preferential investment for all retail and future new-state opportunities and become an LLC member in accordance with established valuation.

FOUR SCORE

Plan for Obtaining Liability Insurance

Four Score Holdings LLC (the "**Company**") will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than $5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the "**Liability Insurance Escrow Account**") a sum of no less than Two Hundred and Fifty Thousand and 00/100 ($250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company's *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the "**Liability Insurance Policy**".

FOUR SCORE

Separating Recreational from Medical Operations

Currently, Four Score Holdings LLC (the "**Company**") is only applying for Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location. However, it has received local approvals to cultivate, produce and distribute Medical Marijuana Products from this location and operate as a fully vertically integrated and co-located Medical and Adult Use Marijuana Establishment.

Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of Medical Marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana or marijuana products for medical use from sales areas of marijuana or marijuana products for adult use for the purpose of patient confidentiality.

The Company shall provide for separate lines for sales of marijuana or marijuana products for medical use from marijuana or marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line so long as compliance with 935 CMR 501.105(5)(d) can be maintained.

The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales and implement procedures for virtual, i.e. electronic, separation of medical and adult use

marijuana and marijuana products, which procedures shall be subject to the Commission's approvals, but may include the use of plant or package tags in the seed-to-sale tracking system.

The Company shall additionally provide a patient consultation area, an area that is separate from the sales floor to allow for confidential visual and auditory consultation with qualifying patients. Such consultation area shall have signage stating "Consultation Area", be separate from the sales area, and accessible by a qualifying patient or caregiver without having to traverse a limited access area.

The Company shall also use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

Pursuant to 935 CMR 500.140(10) and 935 CMR 502.140(9) the Company shall, as a co-located Medical Marijuana Treatment Center and Marijuana Establishment (together a "Co-located Marijuana Establishment" or "CMO"), strive to ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: Medical Use of Marijuana. The Company is constantly working to ensure that, at a minimum, its medical marijuana customers have access to a mirrored assortment of products as are available to its adult-use customers.

In furtherance of this goal and in an effort to maintain compliance with 935 CMR 500.000 *et. seq.* and 935 CMR 502.000 *et. seq*., as the same may be amended from time to time, the Company shall establish an Internal Review Committee (the "**Committee**") to ensure that a sufficient Patient Supply is maintained and to ensure that any time a product must be discontinued that all applicable regulations are followed and its patient population is made aware of the product change.

The Internal Review Committee Members are: (1) Michael Curtis; (2) Daniel Glissman and (3) Matthew McGeorge.

The Company shall implement the following policies and procedures in furtherance of this policy:

1. The Company shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000 that is sufficient to meet the demand indicated by an analysis of sales data for the preceding six (6) months as collected and recorded pursuant to 935 CMR 500.140(6) and its *Record Retention Policy*, which policy shall be incorporated herein by reference.

2. On a bi-annual basis, the Company shall maintain and provide to the Commission, accurate sales data collected by the it for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 502.140(9)

3. Marijuana products reserved for patient supply shall, unless determined to be unreasonably impracticable by the Committee, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If the Committee determines that a product must be discontinued, or it is unreasonably impracticable to continue to stock those products, a reasonable substitution shall be made pursuant to this

policy. In the event that a substitution must be made, the substitution shall reflect, as closely as reasonably practicable, the type and strain no longer available.

4. On a quarterly basis, the Company shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the Commission in a form determined by the Commission.

5. Marijuana products reserved for patient supply shall be either maintained on site at the retailer or easily accessible at another Cultivate location.

6. If a Marijuana product, reserved for patient supply, has been exhausted and the reserves are available, but maintained at another Company location, an adequate amount of reserved product shall be transferred to the retail location within 48 hours of notification that the on-site supply has been exhausted.

7. The Company shall perform audits of patient supply available at its Marijuana Retailer locations on a weekly basis and retain those records for a period of six months.

8. All records and reports produced by the Committee shall be available for Commission inspection at any time.

9. If deemed appropriate by the Committee, Company staff or management, the Company shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration, provided that the product does not pose a risk to health or safety.

This policy may also be referred to by the Company as the "**Policy for Separating Recreational from Medical Operations**".

FOUR SCORE

Restricting Access to Age 21 and Older

Four Score Holdings LLC (the "**Company**") shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual's proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Currently, the Company is only applying for Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer licenses at this location. However, it has received local approvals to cultivate, produce and distribute Medical Marijuana Products from this location and operate as a fully vertically integrated and co-located Medical and Adult Use Marijuana Establishment.

Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of medical marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

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4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In

addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

This policy may also be referred to by the Company as the "**Policy to Restrict Access to Persons Age 21 and Older**".

FOUR SCORE

Quality Control and Testing for Contaminants

Testing of Marijuana

Four Score Holdings LLC (the "**Company**") shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company's environmental media (*e.g.,* soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

(a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

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

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
   i. Maintaining adequate personal cleanliness; and
   ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;

7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;

13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

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

(c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the "**Quality Control and Testing Policy**".

FOUR SCORE

Personnel Policies Including Background Checks

Four Score Holdings LLC (the "**Company**") shall implement the following Personnel Policies and Background Check policies:

(1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;

(2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);

(3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;

(5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;

(6) The Company shall immediately dismiss any Marijuana Establishment agent who has:

a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;

b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).

(7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.

(8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

(9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:

a. be 21 years of age or older;

b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and

c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

(10) An application for registration of a marijuana establishment agent shall include:

a. the full name, date of birth, and address of the individual;

b. all aliases used previously or currently in use by the individual, including maiden name, if any;

c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

d. an attestation that the individual will not engage in the diversion of marijuana products;

e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

f. background information, including, as applicable:

1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;

(b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

(c) any other information required by the Commission.

(11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems ("DCJIS") pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information ("CORI") report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.

a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

b. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

(12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.

(13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

(14) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

(15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.

(16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

(17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

2. A personnel record for each 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 (8) hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);

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)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan:

Executive Level:
- CEO;
- CFO; and
- COO.

Management Level:
- Sales Manager;
- Cultivation Manager;
- Production Manager; and
- Security Manager.

Staff Level
- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Cultivation and Production Associates

Consultant Level
- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the "**Personnel and Background Check Policy**".

FOUR SCORE

Record Keeping Procedures

Four Score Holdings LLC (the "**Company**") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

(a) Written operating procedures as required by 935 CMR 500.105(1);

(b) Inventory records as required by 935 CMR 500.105(8);

(c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);

(d) Personnel records as described in the Company's *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:

a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

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

ii. Documentation of verification of references;

iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

v. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken; and

vii. Notice of completed responsible vendor and eight (8) hour related duty training.

c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);

d. Personnel policies and procedures; and

e. 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)*;

(e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and

(f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the "**Record Retention Policy**".

FOUR SCORE

Maintaining of Financial Records

Four Score Holdings LLC (the "**Company**") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;

2. Monetary transactions;

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

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

5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company's *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

(a) The Company shall utilize a point-of-sale ("**POS**") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("**DOR**").

(b) The Company may also utilize a sales recording module approved by the DOR.

(c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.

(d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

    i. it shall immediately disclose the information to the Commission;

    ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

iii. take such other action directed by the Commission to comply with 935 CMR 500.105.

(e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

(f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.

(g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "**Financial Record Maintenance and Retention Policy**".

FOUR SCORE

Employee Qualifications and Training

Four Score Holdings LLC (the "**Company**") shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.

2. Once the Company is designated as a "responsible vendor" all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.

3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.

5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

(a) Discussion concerning marijuana's effect on the human body. Training shall include:

   a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;

   b. The amount of time to feel impairment;

   c. Visible signs of impairment; and

   d. Recognizing the signs of impairment.

(b) Diversion prevention and prevention of sales to minors, including best practices;

(c) Compliance with all tracking requirements; and

(d) Acceptable forms of identification. Training shall include:

a. How to check identification;

b. Spotting false identification;

c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;

d. Provisions for confiscating fraudulent identifications; and

e. Common mistakes made in verification.

(e) Other key state laws and rules affecting owners, managers, and employees, which shall include:

a. Local and state licensing and enforcement;

b. Incident and notification requirements;

c. Administrative and criminal liability;

d. License sanctions;

e. Waste disposal;

f. Health and safety standards;

g. Patrons prohibited from bringing marijuana onto licensed premises;

h. Permitted hours of sale;

i. Conduct of the Marijuana Establishment;

j. Permitting inspections by state and local licensing and enforcement authorities;

k. Licensee responsibilities for activities occurring within licensed premises;

l. Maintenance of records;

m. Privacy issues; and

n. Prohibited purchases and practices.

(f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

(a) be 21 years of age or older;

(b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

(c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the "**Employee Qualification and Training Policy**".

FOUR SCORE

Diversity Plan

Four Score Holdings LLC (the "**Company**") understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

(1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. ***Workforce availability statistics for the Total Civilian Labor Force for Worcester County is as follows: Women 47.6% and Minorities 15.5%***[1]***.***

(2) It shall be a goal of the Company to offer ***100% of the Company's opportunities for advancement to management and executive positions internally***, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

(3) It shall be a goal of the Company to ensure that all of its employees receive ***training on diversity and sensitivity.***

Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post ***monthly notices*** for ***three (3) months*** during the hiring process in newspapers of general circulation such as the ***Worcester Telegram and Gazette*** and post a notice at the municipal offices in ***Worcester*** for ***three (3) months*** during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through ***MassHire***.

[1] https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf

- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer ***100% of the Company's opportunities for*** advancement internally.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet ***quarterly*** to review and assess the Company's hires and hiring practices. ***Meeting Minutes*** will be provided to the Commission on request and for the Company's annual license renewal application.

- The Company shall require that employees receive education on diversity, implicit biases and sensitivity within the ***first ninety (90) days of employment and once annually thereafter.***

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

   Additionally, this report will include the following metrics:

   i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

   ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;

   iii. Number of jobs created since initial licensure;

   iv. Number of job postings in publications with supporting documentation; and

   v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company

will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the "**Diversity Plan**".